

PURCHASE ORDER TERMS AND CONDITIONS

1. This Purchase Order ("P.O."), including all of the terms and provisions set forth on both sides hereof, constitutes the entire agreement between the Seller, as identified on the front side hereof, and MASTER MACHINE (WINDSOR) LTD. (the "Buyer"). No change, modification, amendment or other agreement with regard to this P.O. shall be binding upon the Buyer unless made in writing and signed by an authorized officer of the Buyer. The terms and provisions of this P.O. shall govern and control the terms of any quotation or confirmation form from the Seller. Any additional or different terms in the Seller's quotation or confirmation will not be binding on the Buyer unless otherwise agreed to in writing by the Buyer.
2. The Seller, by the acceptance of this P.O. accepts all the terms and conditions herein. The terms and conditions of this P.O. supersede and cancel any and all previous verbal and/or written terms and conditions made in connection with this P.O.. Any modifications or alterations of or additions to, the terms and conditions of this P.O. to be binding shall be in writing and signed by both the Seller's and the Buyer's authorized agent. Any printed condition of contract or general reservation which may be printed in any communication or document received from the Seller, shall be of no effect.
3. A detailed statement of account must be rendered monthly to the Buyer. Unless otherwise stated in this P.O., terms are Net Thirty (N30) Days after delivery of goods and receipt of invoice and all other documents prescribed on the face of this P.O.. Drafts will not be honoured and no interest will be paid on any sum overdue.
4. If no price is stipulated on the face of this P.O. the price must not exceed the most recent previous quotation, without the Seller contacting the Buyer and obtaining the Buyer's consent in writing. Unless otherwise stipulated, all prices inserted on the face of this P.O. shall represent the total cost to the Buyer as of the point of delivery specified herein including; all sales taxes, excise taxes, applicable duties, other government and municipal taxes, levies as well as charges for packing, crating, boxing, storage, and delivery.
5. Time shall be of the essence of this P.O.. The articles must be delivered strictly in accordance with the quantities and specifications shown and the delivery schedule specified, otherwise the Buyer shall be at liberty to cancel the P.O. in whole or in part and/or to purchase other articles of the same or similar description from other sellers. In the event of any excess being incurred by reason of any differences between the price paid for the same then the Seller shall repay the Buyer for the additional cost within thirty days.
6. All material associated with this P.O. shall be subject to inspection and approval by the Buyer either before or after delivery to the Buyer, and the Seller shall provide to the Buyer any reasonable assistance to perform the said inspection. No payment will be made to the Seller in respect to any materials, which are rejected based on such inspection. the Buyer shall be the final judge regarding compliance. Where rework is required to meet specification requirements, such rework shall be arranged for by the Seller at no extra cost to the Buyer. Payment for material and/or services covered by this P.O. shall not constitute acceptance thereof.
7. The Seller warrants that all material and/or services covered by this P.O. will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. The Seller shall at it's own expense replace any of the material and/or service deemed defective or any part therein with immediate effect.
8. All tools, jigs, dies, patterns, equipment, material, specifications, drawings, etc. loaned or supplied by the Buyer to the Seller for incorporation into or aid in the manufacture or the material contained in this P.O. shall be preserved in good condition by the Seller and the Seller shall be liable for any and all damage to said goods caused thereto while in the possession of the Seller, save and except for ordinary wear and tear. The Seller is responsible for the security and protection of all material owned by the Buyer while in the Sellers possession. Title to tools, jigs, dies, patterns, equipment, material, specifications, drawings, etc. loaned or supplied to the Seller, shall remain vested in the Buyer and shall be returned forthwith at the Buyer's request or disposed of according to instructions.
9. All information received or knowledge gained by the Seller in conjunction with this P.O. shall not be released to any third party without written consent of the President of the Buyer.

10. Any material furnished by the Buyer on other than a charge basis in connection with this P.O. shall be deemed as held by Seller upon consignment and Seller agrees to pay for all such materials spoiled by it or not otherwise satisfactorily accounted for.

11. the Buyer may at any time order a suspension of the work, in whole or in part or make modifications or changes in or additions to the Buyer's designs drawings and/or specifications, in which event reasonable price adjustments shall be made.

12. The Seller agrees to indemnify and save harmless the Buyer, its successors, assigns, customers and users of its products, against all claims, demands, actions, and all damages, costs, and expense for actual or alleged infringement of any patent or other intellectual property by reason of the manufacture, use or sale of the material hereby ordered and for royalties or other payments which may be payable in connection with any such patent or other intellectual property.

13. Notwithstanding anything in this P.O. contained, the Buyer may at any time by giving notice to the Seller, terminate, modify or reduce this P.O.. Upon such notice being given, the Seller shall cease work in accordance with and to the extent specified in such notice. The Seller shall have no claim for damages, compensation, loss of profit, allowance or otherwise beyond the value of work completed.

14. Neither the whole nor any part of this P.O. shall be assigned or sub-contracted, in whole or in part without the prior written consent of the President of the Buyer.

15. The Seller shall not without first obtaining the written consent of the Buyer and due consideration being paid, in any manner advertise or publish the fact that the Seller has contracted to furnish to the Buyer the material identified herein mentioned and for failure to observe this provision, the Buyer shall have the right to cancel the P.O. and seek action within a court of law of its choosing.

16. This P.O. shall be governed by the laws of the Province of Ontario and the laws of Canada. For the purposes of this P.O., the parties shall attorn to the jurisdiction of the Courts of the Province of Ontario in Windsor, Ontario.

17. The contract resulting from the Seller's acceptance of this P.O. shall enure to the benefit of and be binding upon the successors and permitted assigns of the Seller and the Buyer

18. All material is to be shipped under the specifications as laid out by the Buyer. A complete shipping specification is available upon request.

19. The waiver of the Buyer of any term or condition of this P.O. shall not constitute or be deemed to be a consent to any future waiver of the same or any other term and/or condition of this P.O..

20. This P.O. can in no way be interpreted as conferring, transferring or creating for the benefit of the Seller, any ownership or utilization right whatsoever, express or implicit, over all or part of the Buyer's confidential information or any other element to which it refers and, notably but not exclusively, over any know-how or intellectual or industrial property right other than the right to receive and to use the confidential information in accordance with the terms and condition of this P.O..

Therefore, the Seller undertakes not to claim any industrial and/or intellectual property right whatsoever based on all or part of the Buyer's confidential information or the elements to which it refers and undertakes not to use the Buyer's confidential information directly or indirectly in its know-how or for its own industrial or intellectual property rights.

21. SELLER HEREBY ACKNOWLEDGES READING, UNDERSTANDING AND AGREEING TO ALL OF THE TERMS AND CONDITIONS, ON BOTH SIDES OF THIS P.O..