
	Document No.	
	OPF-067	
	Revision No. 001	Sept 19, 2017
TERMS AND CONDITIONS		

GENERAL CONDITIONS AND SPECIFICATIONS OF PURCHASE ORDERS

All Bouchier Group and subsidiary companies, ("The Bouchier Group") Purchase Orders are issued subject to the following terms and conditions. Additional terms, conditions and requirements may be specified in the body of the Purchase Order or in the attached quotations and will form part of the Purchase Order.

- 1. Purchase Order Required:** The Bouchier Group shall not be responsible for goods and services provided without a Purchase Order. All packages, delivery slips, and invoices must reference a valid Purchase Order number, in order to be processed for payment.
- 2. Existing and Other Agreements:** Where the Purchase Order relates to goods or services the subject of a contract between The Bouchier Group and the Supplier, the terms of that contract apply to the extent of any inconsistency with the terms hereof. However, any instrument furnished by Supplier, including printed on consignment notes or other documents will be of no legal effect and will not constitute part of any agreement between The Bouchier Group and Supplier.
- 3. Title:** Title shall transfer F.O.B. destination.
- 4. Price:** All prices are F.O.B. destination and in Canadian funds unless otherwise agreed. The Supplier shall not execute an order at prices higher than those shown on the Purchase Order without the prior written approval of The Bouchier Group. Charges for extras will not be allowed or payable unless they have been ordered in writing by The Bouchier Group and the price agreed upon.
- 5. Cash Discounts:** In the event that The Bouchier Group is entitled to a cash discount, the period of computation will commence on the receipt of a correctly completed invoice delivered to The Bouchier Group
- 6. Payments:** Payment shall be made only by electronic funds transfer within sixty-five (65) days net monthly of the later of the date of invoice and electronic funds transfer instructions satisfactory to The Bouchier Group and the date of acceptance and/or approval of the goods and services.
- 7. Warranties:** The Bouchier Group is relying on Supplier's skill and judgment in selecting and providing both goods and services appropriate to The Bouchier Group's purpose. All goods are to be free and clear of any and all liens and encumbrances, shall be of merchantable quality and unless otherwise specified, must be new, shall include the grant of all intellectual property rights required for normal and reasonably expected use and will conform and comply in all respects with applicable safety regulations or laws in the applicable jurisdiction. Services will be performed in a skillful and workmanlike manner to the satisfaction of The Bouchier Group. Goods and services which The Bouchier Group determines are defective or not conforming to the foregoing will be returned to or removed by the Supplier at the Supplier's expense.
- 8. Workplace Hazardous Materials Information System:** The Supplier shall meet all WHMIS or equivalent requirements as defined under the appropriate Provincial Health and Safety legislation. A current Material Safety Data Sheet conforming to WHMIS legislation must be provided by the Supplier with all goods shipped which are

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regulated by WHMIS.

9. Force Majeure: The Supplier shall not be liable for reasonable delay in delivery due to causes beyond its reasonable control.

10. Insurance: For work performed on The Bouchier Group premises, which includes any property where The Bouchier Group or any of its affiliates provide services ("The Bouchier Group Premises"), including construction services, the Supplier shall provide evidence upon request of liability insurance as follows: (i) General Liability **\$5,000,000.00** per occurrence; and (ii) Automobile Liability **\$2,000,000.00**, combined single limit, for Bodily Injury and Property Damage. Such liability insurance shall contain a clause requiring the insurer to give to The Bouchier Group at least 30 days prior written notice of any material alteration in the terms of such policy or the cancellation thereof.

11. Indemnification: The Supplier shall defend, indemnify and hold The Bouchier Group , its directors, officers, employees and affiliates harmless from all claims, actions, demands, loss and causes of action arising from injury, including death, to any person, or damage to any property, or violation of intellectual property rights, arising out of or related to the breach of these terms, or arising directly or indirectly from the construction, installation or supply of goods or services hereunder.

12. Services Performed on The Bouchier Group Premises: The Supplier agrees to abide and be bound by all applicable law, all rules and regulations of The Bouchier Group and its affiliates and of the owner or person responsible for the property for work done on The Bouchier Group Premises. All contractors/providers are required to report to the on-site office upon arrival to commence work.


13. Proprietary Information: The Supplier shall keep confidential all information, drawings, specifications, data, intellectual property, or knowledge furnished by The Bouchier Group or prepared by the Supplier specifically in connection with this Purchase Order.

14. Intellectual Property: The goods and services provided hereunder include a grant of all intellectual property rights, including the right to assign same, required for the normal and reasonably expected use of such goods and services.

15. Bribery: In connection with the supply of goods and services hereunder Supplier shall not offer or accept any bribe or other advantage where the direct or indirect intention or effect of such is to encourage the improper performance of any duty or activity and shall indemnify The Bouchier Group, its affiliates, directors, officers and employees for any loss, damage, increased cost or legal fees resulting from such.

16. Changes: The Bouchier Group reserves the right, with reasonable notice to make changes in the specifications, amount, type, and descriptions to which the product and/or service is to conform, in the methods of shipment and packaging, or in the time or place of delivery.

17. Limitation on Assignment: The Supplier shall not assign, sell, transfer or subcontract rights, or delegate

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responsibilities under this contract, in whole or in part, without the prior written approval of The Bouchier Group.

18. The quantities indicated on the Purchase Order are not to be construed as guaranteed volume. The Bouchier Group reserves the right to modify quantities indicated on the Purchase Order. Vendors will only be paid for actual services rendered and/or actual materials delivered.

Bouchier will not accept nor be responsible for payment of charges including but not limited to man-hours, Contract Equipment, Contractor Items, expenses or Subcontractor charges not invoiced within 60 days of occurrence of related work.