



## **CIMCO Refrigeration Division Toromont Industries Ltd.**

### **TERMS AND CONDITIONS OF PURCHASE ORDERS**

1. The supplier or subcontractor shall comply with all applicable Federal, Provincial and local laws, rules and regulations.
2. The supplier or subcontractor agrees to indemnify and save harmless the purchaser against all damages which the purchaser may sustain by reason of anything to be supplied hereunder being covered by a patent or subject to lien or other encumbrance and at the expense of the supplier or subcontractor, to defend any action brought against the purchaser founded upon the claim that any such thing or part thereof infringes any such patent or is subject to such encumbrance.
3. All material must be supplied in accordance with the plans and specifications, original, or as amended.
4. Where substitute material is formally quoted and is the subject of this order, it shall be the responsibility of the supplier or subcontractor to supply material to meet the approval of and obtain acceptance by, the owner or their authorized representative.
5. If material is not shipped by the delivery date specified or as mutually agreed, partial or total cancellation of this order may be made by the purchaser without liability in any way for costs incurred by the supplier or subcontractor or for damages resulting from such action.
6. All items included in this order are to be covered by the supplier's or subcontractor's guarantee for a period of one year from date of acceptance by owner or their authorized representative and free service and the replacement and installation of faulty parts are to be provided for this period including all expenses involved.
7. Where labour forms a part of this order, the supplier or subcontractor agrees to comply with all terms and conditions contained in the plans and specifications and with the requirements of the purchaser's contract with client to which this order relates, all labour codes pertaining to said project and to employ only members of the respective unions authorized for the said project.
8. Should the purchaser, by reason of the supplier's or subcontractor's failure to supply the equipment or to perform any labour required under this contract or by reason of the supplier's or subcontractor's failure to deliver on or by the date required or by reason of any error, omission or neglect of any kind whatsoever on the part of the supplier or subcontractor suffer loss, expenses or damages, the supplier or subcontractor shall be liable for said loss, expense or damages or such portion thereof as may be attributable to the supplier's or subcontractor's failure, error, omission or neglect in any of these respects.
9. This order is subject to all terms and conditions as to supplies, material and equipment and the provisions for labour outlined in the plans and specifications and in the purchaser's contract with client to which this order relates, and the supplier or subcontractor acknowledges having been advised as to the availability of such contract and related plans and specifications in order to acquaint themselves therewith and, having done so, accepts such terms and conditions as part hereof to the extent that same are applicable hereto and not inconsistent herewith.
10. Approved net account invoices will be paid subject to holdback and conditions contained in the purchaser's contract with the client.
11. If required, the supplier or subcontractor shall furnish satisfactory proof that all accounts in connection with the work have been paid in full and that said supplier or subcontractor is in good standing with the applicable Workers' Compensation Board and has adequate coverage for Public Liability and Property Damage Insurance.
12. No assignment of this order, or any part thereof, or any money due or which may become due, shall be made without the written consent of the purchaser.
13. Material is subject to purchaser's inspection and approval at a reasonable time after delivery. If specifications are not met, material may be returned at supplier's or subcontractor's expense.
14. Discount is calculated from the date of acceptable invoice is received by the purchaser.
15. No charge will be allowed for cartage or any other fees by purchaser unless specifically stipulated in the purchase order.
16. Unless otherwise specifically stated in the purchase order, domestic invoices shall be presented in single copy; foreign invoices in quintuplicate with duplicate commercial invoices enclosed. Transport Shipments (Import and Export) Export Documents to Accompany Shipment.
17. If the subject of this order is a subcontractor for materials and services, the subcontractor, by their acceptance hereof, undertakes to furnish to the Purchaser a Performance Bond to cover the work ordered hereby, the cost of such bond to be borne by the subcontractor.
18. The foregoing conditions form the exclusive basis of this order and no other conditions, unless documented and accepted in writing by an authorized officer of the corporation representing the purchaser, will have no force or effect.