

**Veronics – Purchase Order Terms & Conditions - Effective date: June 29, 2018**

This Purchase Order, including these General Purchase Order Terms and Conditions, and any additional terms and conditions incorporated into or attached hereto, constitutes the entire agreement between Veronics Instruments Inc. (Veronics) and Vendor. Any acknowledgement by Vendor, including making shipments or deliveries, or the provision of services hereunder, notwithstanding any proposals, qualifications or terms and conditions additional to or different from those contained herein, shall be deemed an acceptance by Vendor of this Purchase Order. Veronics acknowledges that Vendor may, for operating convenience, desire to utilize its own form of sale memorandum to acknowledge this order. However, it is mutually agreed that any provisions included in any form or method of acceptance used by Vendor that add to, modify, conflict with or contradict any provision of this order, shall be deemed to be null and void.

2. Vendor shall provide the materials and/or services described herein at the price or prices set forth opposite each item required by Veronics, within the times specified. Those prices shall remain firm for the duration of this purchase unless specifically stated otherwise on the face hereof. Veronics may increase or decrease quantities at the unit prices shown, subject to any minimum quantities shown on the face hereof, prior to the shipping of the complete order from

Vendor. There will be no additional charges including, but not limited to, service charges, shipping charges, taxes, duties, or brokerage fees unless agreed to by Veronics in writing. All prices and related charges are shown in Canadian dollars unless otherwise noted on the face hereof. Invoices may only be sent to Veronics after delivery of the goods and/or performance of the services. All invoices will include Vendor's HST tax registration number. Invoices can be sent to [payables@veronics.com](mailto:payables@veronics.com)

3. All goods will be properly packed to prevent any damage during shipment. All goods shall be shipped FOB to the delivery address specified on this Purchase Order on a Declared Value basis unless otherwise stated

4. Veronics reserves the right to rely on any warranties or conditions implied under the Sale of Goods Act (Ontario) or any other comparable legislation in other jurisdictions. Without limiting the foregoing, Vendor represents and warrants to Veronics that:

- a) Vendor has the right to sell the goods with good and marketable title thereto and that the goods are free from all liens, charges or encumbrances of any nature whatsoever;
  - b) Veronics will have and enjoy quiet possession of the goods;
  - c) the goods are of merchantable quality, notwithstanding any examination or inspection or acceptance by Veronics;
  - d) all goods sold will be new and unused; and
  - e) all services performed by vendor, whether or not in conjunction with the supply of goods, shall be carried out in a good and workmanlike manner in accordance with the standard of the trade.
- f) all goods will be new OEM parts inspected by the Seller to be of highest quality with no counterfeit materials.

5. Vendor represents and warrants to Veronics that the goods and services purchased shall:

- a) be free from defects in materials and workmanship;
- b) be of merchantable quality and in conformance with all specifications contained in this purchase order, if any;
- c) be fit for the use intended by Veronics, provided that Vendor knows or should have known of such intended use
- d) comply with all applicable laws, regulations and standards.

Goods not conforming to these requirements, including substitutions not properly approved, may be considered defective. Vendor will promptly either repair or replace all goods that are found defective at no cost to Veronics so that the repaired or replaced goods are not defective.

6. Vendor shall indemnify, defend and save harmless Veronics from and against any and all claims, debts, losses, demands, damages (including direct, indirect, liquidated and incidental), judgments, awards and liabilities arising at any time from Vendor's negligence or from Vendor's failure to conform to all terms of this Purchase Order or caused by any act or omission by Vendor or anyone for whom Vendor is responsible.

7. Vendor will acquire and maintain Commercial General Liability of a minimum of \$1,000,000.00

8. If Vendor works on the premises of either Veronics or Veronics' customer, Vendor will comply with all applicable laws and regulations pertaining to the services provided under this Purchase Order, and specifically those related to worker health and safety. Vendor will take all necessary precautions to prevent injury or damage to persons or property during the performance of the work. Vendor shall obtain and maintain insurance from the Workplace Safety and Insurance Board, and shall provide Veronics with a valid WSIB certificate prior to entering any Veronics site or Veronics customer site and every 60 days thereafter until the work is complete.

9. Vendor may not assign this Purchase Order without Veronics' prior written consent, which consent will not be unreasonably withheld.

10. Veronics shall have the right to terminate this Purchase Order immediately if Vendor becomes bankrupt or insolvent, or a receiver is appointed for Vendor or Vendor commences proceedings or files any notice of intent to file a proposal, or makes an assignment for the benefit of its creditors or ceases to conduct operations in the normal course of business. If Veronics terminates this Purchase Order according to this section 10, Veronics will be entitled to:

- a) take possession of all goods delivered under this Purchase Order;
- b) withhold further payments to Vendor;
- c) charge Vendor the additional cost over the Purchase Order price for sourcing any undelivered goods elsewhere plus any additional cost incurred to source those goods elsewhere;

These costs shall be deducted from any monies due or to become due to Vendor and any surplus will be paid to Vendor at the end of the warranty period. Vendor will be liable for payment of any amount by which such expense exceeds the unpaid amount owing to Vendor. Termination of this Purchase Order does not reduce or eliminate any of Vendor's obligations to Veronics that, by their nature, are intended to survive termination of this Purchase Order.

11. Veronics shall have the right to set-off any amount owed by Vendor to Veronics against any amount owed by Veronics to Vendor under this or any other Purchase Order, agreement or contract.

12. Right of Access – Veronics and its customers reserve the right to Audit to insure conformance to Quantity standards.

13. Retention of records – Records will be maintained and kept for a period no less than 6 years unless agreed upon in writing.

14. This Purchase Order will be governed by the laws of the Province of Ontario.