

# Comoldco Corporation – Purchase Order Terms and Conditions

Definitions:	FOB: Free on Board	Buyer:	Comoldco Corporation
	COD: Cash on Delivery	Vendor:	Company to whom PO is issued
	TDG: Transportation of Dangerous Goods	SDS/MSDS:	Safety Data Sheets/Material Safety Data Sheets

1) IDENTIFICATION: All invoices, packages, shipping notices, acknowledgements, labels and other correspondence related to any order shall include the Buyer's Purchase Order Number. Invoices will not be processed until all items invoiced are received.

2) SHIPPING INSTRUCTIONS: All goods are to be shipped freight prepaid, FOB destination, unless otherwise stated on our Purchase Order. Buyer reserves the right to reject COD shipments. Vendor is liable for goods damaged in transit. Where applicable, carrier must be qualified and licensed for TDG.

3) SPECIAL CHARGES: Vendor shall be responsible for the payment of all charges for handling, packaging, wrapping, bags, containers and related matters unless Buyer has assumed these as an express obligation therefore by notation on the front of the Purchase Order.

4) DELIVERY: Time is of the essence and this order may be cancelled by Buyer if delivery is not made or services are not performed by the date specified on the Purchase Order. No change in scheduled delivery date or performance will be permitted without Buyer's prior written consent. Acceptance of goods or service after the scheduled delivery date will NOT waive Buyer's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof. Vendor may be penalized with a late delivery charge if scheduled delivery is not met 100% on time.

5) LIABILITY AND INDEMNITY: a) Buyer, and its respective directors, officers, employees, shareholders and agents (collectively, the 'Parties') shall not be held liable for any personal injury, death, loss or damage to the property of the Vendor or its personnel, arising from any occurrence whatsoever in relation to the activities and operations of the Vendor and/or its personnel in connection with products or services, and

b) The Vendor shall fully indemnify the Parties and save them harmless from and against, any and all claims, actions, damages, liabilities and expenses (including, without limitation, all applicable legal fees and disbursements) made against or suffered by the Parties (or any of them) arising from or out of, related to, or in connection with (i) any wilful act or omission, misconduct or negligence on the part of the Vendor or its personnel furnished hereunder; and (ii) any breach of any term, obligation, requirement, covenant or condition of this order on the part of the Vendor and/or any of its personnel; and (iii) any finding that any personnel so furnished is an 'employee' of Buyer and (iv) any and all labour and employment costs associated with personnel furnished hereunder, including wage cost and termination and severance costs;

c) The Vendor shall pay all costs, expenses and reasonable legal fees incurred by Buyer in enforcing this order or arising from any breach thereof by the Vendor

6) DEFAULT: Buyer may cancel the whole or any part of this order if (a) Vendor fails to make delivery of the goods or to perform service within time specified herein or by any extension hereof; (b) Vendor is in breach of any of the terms and conditions of this order; (c) Vendor becomes insolvent; (d) dictates of business require Buyer to reduce or eliminate certain buys.

7) QUALITY STANDARD: Vendor warrants that goods supplied and work or service performed under Buyer's Purchase Order conform to specifications and are merchantable and fit for the particular purposes for which said goods are ordinarily employed. If Vendor wishes to substitute a product equivalent to the designated specified brand it must first provide Buyer with descriptive literature identifying the brand, including the quality performance and specifications therefor. Vendor must obtain Buyer's written approval of substitution prior to shipment.

8) SDS/MSDS: Vendor shall provide Buyer with Safety Data Sheet(s) with FIRST shipment of goods and provide updates at Safety Data Sheet expiration.

9) REJECTION: All goods purchased under Buyer's Purchase Order are subject to Buyer's inspection and approval. Goods rejected by Buyer for whatever reason shall be held, transported and/or stored at Vendor's sole expense. Vendor shall promptly reimburse Buyer for any such expenses.

10) WARRANTIES: Vendor warrants that goods supplied and work or service performed under Buyer's Purchase Order conform to specifications and are merchantable and fit for the particular purposes for which said goods are ordinarily employed. Vendor further warrants to the Buyer and to any third party ultimately using any item, whether such party is a customer of Buyer or not, that all items delivered under said Purchase Order will be free of defects in material and workmanship and will conform to applicable specifications, drawings, samples and description. If Vendor is responsible for design of items, Vendor warrants that all items delivered under said Purchase Order will be suitable for use by Buyer, including installation or inclusion of Buyer into its ultimate products. Buyer's written approval of designs furnished by Vendor shall not relieve Vendor of its obligations under this warranty. Vendor shall be liable for all damages both to Buyer and its customers incurred as a result of any defects or breach of warranty in any item covered by said Purchase Order.

11) ASSIGNMENT: Vendor shall NOT assign any Purchase Order or the right to payment thereunder without Buyer's prior written consent.

12) PRICE INCREASE NOTIFICATION: Vendor shall provide Buyer 90 days written notice before any price increase will be considered. Buyer has the right to accept or refuse any price increase.

Any objections by Vendor to the Terms and Conditions hereof shall be ineffective unless Buyer is advised in writing thereof within ten (10) days of the Date of the Purchase Order.