

Shrader Canada Limited

Supplier Terms & Conditions

1. Shrader Canada Limited, hereto to be referred to as “Shrader”, is the purchaser throughout this document. Supplier is the company from whom Shrader is purchasing goods and/or services.
2. Shrader's placement of the order with Supplier is expressly conditioned on Supplier's acceptance of all the terms and conditions of purchase set out herein and in the purchase order. Any objection by Supplier to the terms and conditions shall be ineffective unless Shrader is advised of the objection within two business days of the receipt date of the purchase order and Shrader has accepted such objection or otherwise agreed to modification of the objected term(s) in writing. If Shrader does not receive an objection within such time, the purchase order is deemed to be accepted as sent. Changes to the purchase order will not be accepted after two business days have passed.
3. Any additional or different terms or conditions which may appear in any communication from Supplier shall not be effective or binding unless specifically agreed to in writing by Shrader.
4. Supplier shall promptly acknowledge acceptance of the terms and conditions set out herein and in the purchase order by confirming the specified due date to Shrader for all purchase orders.
5. Upon acceptance of the purchase order as set out in paragraph 2 above, the terms and conditions set out in this document and in the purchase order, shall constitute a binding purchase and sale agreement between the Supplier and Shrader. Notwithstanding the fact that the Supplier may have omitted returning their approval of the purchase order, Supplier's acceptance of all terms and conditions herein and as listed on the purchase order shall be conclusively evidenced by shipment by Supplier of the goods listed on the purchase order.
6. Supplier acknowledges that prices include all charges for packaging, crating and transportation to the FOB point indicated on the purchase order and all other similar charges. No extra charge will be accepted unless Shrader is notified as to cause and value and has approved in writing. Unless otherwise stated on the front of the Material Order Sheet and/or the purchase order, all shipments shall be FOB Shrader's dock.
7. Supplier warrants that the goods are eligible to be sold in Canada and have been manufactured and sold in compliance with the requirements of all applicable Canadian laws, including those pertaining to their sale, design and manufacture as well as their labeling and any warnings contained on them. Supplier certifies that, when required by Canadian law, it will provide Shrader with up-to-date and accurate MSDS/SDS's (i.e. Material Safety Data Sheets/Safety Data Sheets) in both English and, when requested, French.
8. Supplier warrants that the goods are free and clear of all liens, encumbrances and claims of any other kind.
9. Supplier shall indemnify and undertakes to defend and hold harmless Shrader from and against any and all suits, proceedings, claims, demands, actions of any nature or kind whatsoever and all liability for loss or damage of any kind whatsoever, or injury to persons or property, including, without limitation, reasonable legal fees, which Shrader or its affiliates or any of their directors, employees, agents or officers may incur, suffer or become liable for arising out of or related to the performance of the order, including without limitation the failure of the goods to conform to the foregoing warranties on the specifications for such goods, in each case, provided that the goods are used in accordance with the manufacturer's instructions and specifications, and any claim asserting that the goods infringe any intellectual property rights of any third party, such indemnification to survive delivery of the goods supplied under the order. The foregoing indemnity is in addition to any other rights or remedies provided by law or the order.
10. Supplier acknowledges that any re-work (i.e. non-value added labour) incurred by Shrader as a result of non-conforming product received from the Supplier shall be charged back to the supplier at a rate of \$50 CDN per hour.
11. Supplier acknowledges that it is responsible for all cost to Shrader incurred as a result of a failure in material or workmanship of the products supplied.
12. Shrader's Quality, Health and Safety requirements shall be communicated to the Supplier separate from these Terms and Conditions.

13. Except in situations beyond the Supplier's control, Supplier shall provide Shrader written notice at least six months prior to discontinuing any item currently purchased by Shrader. "Currently purchased" would include any item purchased by Shrader from the Supplier within the past three years.
14. The parties agree that this contract is confidential and will be maintained in confidence, and will not be disclosed other than to those Supplier employees who have a need to know, and who are advised of and agree to follow the terms of this confidentiality obligation. Any verbal or written information and/or data that Shrader makes available to Supplier will be considered confidential and will not be used for any other purpose or disclosed to any other party, person or organization without Shrader's written consent, unless Supplier is required to do so by law. These obligations will survive the expiration or termination of this contract for 3 years.

The person certifying below is an authorized representative of Supplier's Management, and is duly authorized to certify on behalf of the Supplier, and by signing and dating this document, signifies acknowledgment and acceptance of these Terms and Conditions on behalf of the Supplier.

Company Name: _____

Company Address: _____

Authorized Representative Name: _____
(please print legibly)

Authorized Representative Signature: _____

Authorized Representative Title: _____

Date of Signature: _____