



JROBERTS MANUFACTURING INC

PURCHASE ORDER

TERMS AND CONDITIONS

The term "product", when used in these Terms and Conditions means any materials, components and/or services supplied to Jroberts Manufacturing Inc.

1. Purchase Order Constitutes Complete Agreement

These Terms and Conditions apply to all transactions with JROBERTS MANUFACTURING INC except to the extent that there are written terms provided by JROBERTS MANUFACTURING INC to the Seller, which are contrary.

2. Applicable Law

The laws of the Province of Ontario govern the agreement arising from this order.

3. Price

All orders must not be invoiced at prices higher than quoted. Where no price is given, the last quoted price will be used.

4. Quality and Inspection

JROBERTS MANUFACTURING INC or any of its customers' representatives shall have the "right of access" to your premises for the review & verification of documentation, records and quality requirements. When applicable, Quality level required will be specified on individual purchase orders issued by JROBERTS MANUFACTURING INC. All nonconformances must be reported to JROBERTS MANUFACTURING INC's Buyer.

5. Terms of Payment

Terms of payment will be Net 45 days from receipt of invoice, unless otherwise agreed to in writing. All invoices must itemize freight, taxes and product separately. JROBERTS MANUFACTURING INC reserves the right to withhold payment if an invoice does not have a valid purchase order number.

6. Title and Delivery of Goods

Terms of Sale will be Delivered, Duty Paid (DDP), (Incoterms 1990), to the designated destination specified in the Purchase Order.

7. JROBERTS MANUFACTURING INC's Property

All material including tools and drawings furnished or specifically paid for by JROBERTS MANUFACTURING INC shall be the property of JROBERTS MANUFACTURING INC, subject to removal at any time without additional cost upon demand by JROBERTS MANUFACTURING INC, shall be used only in filling orders from JROBERTS MANUFACTURING INC, shall be kept separate from other materials or tools and shall be clearly identified as the property of JROBERTS MANUFACTURING INC. Seller assumes all liability for loss or damage, with exception of normal wear and tear and agrees to supply detailed statements of inventory upon request of JROBERTS MANUFACTURING INC.

8. Insurance

If this order includes services or work to be performed on JROBERTS MANUFACTURING INC's premises, Seller agrees to indemnify JROBERTS MANUFACTURING INC from all loss or damage arising out of such work, to work in compliance with JROBERTS MANUFACTURING INC's Health, safety and environmental standards, and at JROBERTS MANUFACTURING INC's request, provide evidence of insurance levels satisfactory to JROBERTS MANUFACTURING INC.

9. Identification

Each item shipped must be clearly marked or tagged with Part Number, Description and Purchase Order Number.

10. Deliveries

JROBERTS MANUFACTURING INC's production schedules are based upon Seller's agreement to deliver Product by the date agreed upon in the Purchase Order. Failure to meet delivery dates is an essential breach of this contract. JROBERTS MANUFACTURING INC reserves the right to cancel the order, in whole or in part, should the Seller fail to meet delivery dates.

11. Changes

Make no substitutions or changes without prior written approval from JROBERTS MANUFACTURING INC.

12. Termination

JROBERTS MANUFACTURING INC may terminate this order, in whole or in part, if the Seller is in default of its obligation hereunder. Cancellation does not preclude Jroberts from any other legal rights under this contract or at law.