

407 ETR or affiliates ("Buyer") Standard Form Purchase Order (SFPO) Terms and Conditions

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By fulfilling the Purchase Order (PO) or otherwise indicating acceptance, Supplier agrees to the SFPO Terms below, including the terms within the PO, subject to any relevant contract expressly agreed to by both parties, which will prevail to the extent of any conflict.

1. Delivery slips shall accompany all shipments of goods and in each case shall identify those goods shipped, previously shipped or backordered, as the case may be and shall show the PO number, the place from which the goods were shipped, the name of the carrier and bill of lading number.
2. All invoices shall be emailed to acctspay@407ETR.com and shall show the PO number stated on the PO, as well as the date of shipment or delivery
3. Timely delivery is of the essence, and Supplier shall be responsible to ensure that such delivery is made by the specified delivery date(s) and shall advise Buyer immediately of any anticipated delays or shortfall in quantities and the reasons therefor.
4. Where Supplier fails to deliver the goods or services on or before the specified delivery date, Buyer may exercise one or more of the following options: (a) cancel this order or any part of it, and purchase substitute goods or services without liability or prejudice to its other rights; (b) return at Supplier's expense part or all of any shipment of goods received after the specified delivery date; (c) charge Supplier with any loss or expense sustained as a result of the late delivery or failure to deliver; and/or (d) direct expedited delivery of the goods or services, with any resulting difference in cost paid by Supplier.
5. Goods shall not be deemed to be delivered until actually received by Buyer at the place designated on the PO for shipment of the goods.

6. All goods shall be properly classified, described, packaged, marked and labelled by Supplier for shipment, and shall be in proper condition for transportation in accordance with any applicable provincial or federal laws or regulations, and Supplier shall indemnify and save Buyer harmless from any claims, penalties or damages incurred by Buyer as a result of the improper shipment of the goods.
7. All goods received shall be subject to Buyer's inspection and rejection, and Supplier shall: (a) permit any accredited representative of Buyer to attend at the plant, warehouse or other place of shipment; (b) supply such samples of goods as Buyer may reasonably request; (c) provide all reasonable assistance to any representative of Buyer; for the purpose of testing or otherwise inspecting the goods. Supplier shall bear the cost of delivery and inspection of defective, non-conforming, unordered or otherwise rejected goods. No rejected goods shall be replaced without a new PO. Where additional work is required to meet Buyer's specifications, that work shall be arranged forthwith by Supplier, and shall be carried out at no extra cost to Buyer. Unauthorized late deliveries, unordered goods, defective goods, and goods not in accordance with Buyer's specifications shall be held for 30 days for Supplier's instructions and at Supplier's risk, and where Supplier so directs, shall be returned at Supplier's expense. Payment for goods prior to inspection shall not constitute an acceptance of those goods. Where goods or services are rejected, any allowance for the price of those goods or services shall be deducted from payments made in respect of total shipments.
8. This PO is for the exact quantity stated, and no overrun will be chargeable to Buyer unless approved by Buyer in writing prior to shipment. No additional costs to those stated on this PO shall be chargeable to Buyer unless approved by Buyer in writing prior to shipment. There shall be no back-order except with the written approval of Buyer.
9. Supplier will sell and provide goods to and/or perform the services for Buyer for the prices and fees set out on this PO. The prices and fees set forth in this PO exclude all applicable taxes, and Buyer shall pay and Supplier shall remit the same to all applicable taxing authorities as required by law.