

(1) AGREEMENT AND LIMITATIONS. The goods and services described in this purchase order ("**Deliverables**") are subject to these Terms and Conditions. Seller accepts these Terms and Conditions by returning an acknowledgement in response, shipping any Deliverables, or otherwise commencing performance. Subject to any terms stated by Buyer on the face of the accompanying purchase order, these Terms and Conditions shall constitute the entire agreement relating to any Deliverables (the "**Agreement**"). No terms, conditions or warranties other than this Agreement and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions shall be binding on Buyer.

(2) TERMINATION. If either party materially breaches the Agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have ten (10) days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may, by written notice, terminate this Agreement immediately. Buyer may terminate this Agreement in whole or in part, without cause, upon 30 days' prior notice in which case Seller shall be entitled to payment only for Deliverables satisfactorily provided to Buyer up to the termination date.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices for Deliverables are exclusive of VAT, all other taxes, tariffs, duties, and levies that may be payable. No charges for packing, handling, cartage, insurance, import, duties, or transportation shall be payable by Buyer unless so specified in this Agreement. Unless otherwise agreed to in writing by Buyer, payment, which shall be in Canadian funds, is due net sixty (60) days from the date of receipt of the later of the Deliverables or a proper invoice, which shall be (i) properly addressed, (ii) contain a valid purchase order number, (iii) specify itemized charges for Deliverables and all applicable taxes, (iv) specify the location to which the Deliverables were delivered, and (v) where applicable, consolidates all current charges by reflecting all Deliverables provided to all locations to which Deliverables were provided. Seller agrees to waive payment for Deliverables not invoiced within six (6) months after delivery of Deliverables.

(4) DELIVERY. All Deliverables are to be provided to the location specified in this Agreement. Seller shall display the complete purchase order number prominently on all packages, invoices, correspondence, customs documentation, bills of lading, and packing slips. Where a delivery date is stated, delivery by such date is regarded as of the essence of this Agreement. Failure of Seller to complete by the stated delivery date will entitle Buyer to (i) cancel the order without incurring or being liable for any costs, fees, charges, or surcharges of any kind, and (ii) reassign the Agreement and charge Seller with all incremental costs involved.

(5) INSPECTIONS. Buyer shall have the right to make inspections of the Deliverables and Seller shall provide assistance in connection with carrying out such inspections. Any such inspections, or the lack thereof, shall not in any manner release Seller from any of its obligations in respect of the Deliverables and this Agreement. Buyer shall be entitled to reject Deliverables in the event any material defect or nonconformity in such Deliverables is notified to Seller within thirty (30) days after such delivery. In the event any Deliverables are rejected by Buyer, Buyer is entitled to return such Deliverables at Seller's expense and the Seller shall credit Buyer accordingly within fifteen (15) days of return of Deliverables.

(6) WARRANTY. Seller warrants that all Deliverables will: (i) be free and clear of all liens and encumbrances and Buyer will be entitled to use the Deliverables without disturbance, (ii) be new, like new, or warranted as new and free from defect in manufacture, materials, and design for a period of not less than one (1) year or, if applicable, such longer time as specified in the manufacturer's warranty, and (iii) operate and/or function properly under ordinary use and in conformance with applicable specifications. Seller represents and warrants that the Deliverables do not infringe any intellectual property right of any third party. In respect of any Deliverables that are services, Seller represents and warrants that it (i) has the expertise and knowledge required to deliver the services in a competent manner, (ii) shall perform all services in a good and workmanlike manner, and (iii) shall maintain workers' safety insurance board coverage and provide proof to Buyer upon request.

(7) CONFIDENTIALITY. The parties agree to protect and keep confidential all data and information disclosed by each party in relation to this Agreement that is considered to be confidential or proprietary. Upon request, the receiving party will return or destroy any confidential information.

(8) BOOKS AND RECORDS. Seller shall maintain complete and accurate books, records, accounts, and invoices in relation to the Deliverables and shall, upon Buyer's request, grant Buyer audit rights in respect of all said books, records, accounts, and invoices relating to the Deliverables and this Agreement.

(9) APPLICABLE LAW. Seller represents and warrants to Buyer that: (A) it will comply with all applicable domestic or foreign laws, statutes, regulations, or other requirements in force that govern Seller, Deliverables, or the delivery of the Deliverables and (B) it will comply with the *Bribery Act 2010*, and all local anti-corruption laws, laws prohibiting the payment of commercial or private bribes, and any other applicable anti-corruption laws. Seller shall maintain appropriate anti-bribery policies and procedures and, upon request, provide to Buyer certification of compliance with this section and information related to possible bribery, if an incident arises.

(10) INDEMNIFICATIONS. Seller will indemnify, defend, and hold harmless Buyer and its directors, officers, and assigns from and against any claims, damages, costs, and fines suffered or incurred relating to, arising from, or in connection with (A) breach of any representation, warranty, or covenant, and supply of the Deliverables, breach of intellectual property laws, environmental non-compliance, product liability, or property damage, and (B) any claim by a third party that the Deliverables infringe or violate any intellectual property right of a third party. If any part of the Deliverables becomes, or is likely to become, the subject of a claim, Seller at its expense will promptly (i) obtain permission for Buyer to use the Deliverables as contemplated in this Agreement, (ii) modify the Deliverables to make it non-infringing, provided that such modification will not affect the quality, performance, or functionality of the Deliverables, or (iii) replace the Deliverables with a substitute of equal quality, performance, and functionality. Nothing in this Agreement shall limit or exclude a party's liability for death or personal injury.

(11) FORCE MAJEURE. A party that fails to perform its obligations under this Agreement as a result of an event that is unforeseeable, not due to financial inability, and occurs without fault, negligence, and control of that party, will not be liable to the other party subject to the failing party using best efforts to recommence performance, and if such failure continues for a period exceeding 30 days, the non-failing party may terminate the Agreement in whole or in part as of the date specified in a notice of termination.

(12) TITLE. Title to all or any portion of the Deliverables shall pass to Buyer upon the earlier to occur of (i) identification of the Deliverables or components thereof to this Agreement; (ii) any payment by Buyer, (iii) incorporation of the Deliverables into a facility of Buyer or its designee. Transfer of title shall be without prejudice to Buyer's right to reject defective Deliverables.

(13) NO PUBLICITY. Without the prior written consent of Buyer, Seller shall not make any public announcement relating to this Agreement, the details or terms hereof, or indicating a relationship with Buyer or its clients, and shall not use or display the name or any trademark of Buyer or any of its clients.

(14) ASSIGNMENT. Seller may not assign or subcontract this Agreement in whole or in part, without the prior written approval of Buyer.

(15) THIRD PARTY RIGHTS. This Agreement is not intended by the parties to give rise to any right that is enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

(16) GOVERNING LAW. The laws of England and Wales apply to this Contract and its interpretation. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales.

(17) ACKNOWLEDGEMENT. By signing below, Seller agrees that if and when it supplies Deliverables to or on behalf of BGIS pursuant to an Order, such transaction(s) shall at all times be subject to these Conditions.

Name: _____

Signature: _____

I/We have authority to bind the Supplier

Title: _____

Company: _____

Date: _____

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