



## PURCHASE ORDER TERMS AND CONDITIONS

The offer to purchase goods or services is subject to all the Terms and Conditions below. Shipment of goods or provision of services in compliance with offer constitutes acceptance of all Terms and Conditions on the *ivari* website at [ivari.ca](http://ivari.ca).

The term "Vendor" as used herein shall mean the individual firm, partnership or corporation to whom a "Purchase Order" is issued.

The term "Purchaser" as used herein shall mean *ivari*.

### TERMS

- OFFER AND ACCEPTANCE.** The attached Purchase Order constitutes an offer to purchase goods or services according to the description, instructions and conditions set forth herein. The Vendor shall be bound by the attached order and by these Terms and Conditions, unless exception is taken by separate letter, written 10 days from receipt, accompanying a copy of the Purchase Order. No additional or different terms offered by the Vendor shall become part of the order unless expressly consented to by the Purchaser, the offer being expressly limited to the Terms hereof.
- TERMINATION OR CANCELLATION.** Purchaser may terminate or cancel this order in whole or in part at any time with or without cause. Termination shall be without prejudice to any claims, which one party may have against the other for work performed and goods supplied up to date of cancellation.
- REJECTIONS.** If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, the Purchaser, in addition to any other right which it may have under warranties or otherwise, shall have the right to reject and return such goods which are not to be replaced without suitable written authorization from the Purchaser.
- PURCHASER'S PROPERTY.** Unless otherwise agreed to in writing, all materials such as for example, negatives, artwork, models, samples, specifications, drawing, etc. used by the Vendor in connection with the printing of materials for Purchaser, whether initially provided by Vendor or by Purchaser, made by Vendor, or made on Vendor's behalf, shall be considered the property of the Purchaser and shall be returned to the Purchaser when requested, reasonable wear and tear excepted. While in the Vendor's custody or control, materials shall be held at the Vendor's risk and shall be kept insured by the Vendor at the Vendor's expense in an amount equal to the replacement cost with loss payable to the Purchaser.
- NON-ASSIGNMENT.** Assignment or subcontracting of this order or any interest therein or any payment due or to become due thereunder, without the written consent of the Purchaser, shall be void.
- LAW.** This contract shall be construed and the legal relations between Purchaser and Vendor shall be determined in accordance with the laws of Ontario and Canada, as applicable.

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7. **CONFIDENTIALITY.** In accordance with fair and sound business practice, all information, supplied to the Vendor by the Purchaser must be held in strict confidence by person(s) evaluating this Purchase Order and by all persons associated with the Vendor and may not be revealed to any other Vendor or unauthorized individual(s) regardless of whether the information is supplied orally or disclosed or accessed in written, electronic or other form or media, and whether or not it is marked, designated or otherwise identified as "confidential,". All such information is to be used by the Vendor solely for fulfilling the terms of the Purchase Order and may not be disclosed or copied unless authorized by the Purchaser in writing. All such information shall remain the property of the Purchaser, shall be kept confidential and shall be returned to the Purchaser upon request. Reproduction of any part of this Agreement or Purchase Order is authorized only for the preparation of the Vendor's response. The Vendor shall ensure that all such copies are destroyed when no longer required in connection with this Purchase Order. If requested by the Purchaser, the Vendor agrees to execute the Confidentiality Agreement attached as **Schedule A** to this Purchase Order.
  8. **NON-DISCLOSURE.** Any and all information regarding the Goods or Services outlined in this Agreement or Purchase Order is proprietary information of the Purchaser. The Vendor upon receiving this Purchase Order shall maintain the confidentiality of the information contained therein or subsequently provided.
  9. **PATENTS AND COPYRIGHTS.** In the event any article sold and delivered hereunder shall be covered by any patent, copyright, or similar intellectual property right, or any application thereof, the Vendor shall warrant compliance with all laws and licences and agrees to indemnify and save harmless the Purchaser from any and all loss, cost or expense on account of any and all claims, suits, or judgements arising in any way from the possession, use, purchase or sale of such article in violation of rights under such patent, copyright or application.
  10. **USE OF NAME.** Vendor agrees not to use the name or logo of the Purchaser or its affiliates or to quote the opinion of any of the Purchaser's employees or independent contractors in any advertising without obtaining the prior written consent of the Purchaser.
  11. **COMPLIANCE WITH LAW.** Vendor warrants that no law or regulation or court ruling of Canada or a Province or a Territory thereof, has been violated in the manufacture, procurement or sale of any of the goods furnished, work performed, or service rendered pursuant to any Purchase Order, and agrees to indemnify and hold the Purchaser harmless from Vendor's liability or violation of any such law or regulation.
  12. **DELIVERY DELAY.** The Vendor shall not be liable for damages or delays in delivery due to Force Majeure or similar causes beyond its reasonable control. However, if the Vendor, for any reason, cannot substantially comply with the Purchaser's delivery schedule, the Purchaser may, at its option, either approve a revised delivery schedule or withdraw the applicable Purchase Order without liability to the Purchaser.
  13. **COMPLIANCE WITH TERMS.** Purchaser may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary.



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14. **PAYMENT.** Payment for the Goods or Services covered by the terms of this agreement shall be made NET 30 Days following their delivery together with receipt of an invoice, including an itemized record of the Goods or Services provided. Payment shall be made in Canadian Dollars unless otherwise indicated.
  15. **OTHER PAYMENT TERMS.** Other payment terms outside of the above must be pre-approved by the Purchaser.
  16. **AMENDMENT AND MODIFICATION.** No change to this Order is binding upon the Purchaser unless it is in writing, specifically states that it amends this Purchase Order and is signed by an authorized representative of the Purchaser.
  17. **DISPUTE RESOLUTION.** In the event of a payment dispute, the Purchaser shall deliver a written statement to the Vendor no later than 7 days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in Section 14. The parties shall seek to resolve all such disputes expeditiously and in good faith. The Vendor shall continue performing its obligations under the Order notwithstanding any such dispute.
  18. **SEVERABILITY.** If any term or condition of this Purchase Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or condition of this Purchase Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
  19. **WAIVER.** No waiver by the Purchaser of any of the provisions of the Purchase Order shall be effective unless explicitly set forth in writing and signed by the Purchaser. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Purchase Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.



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## **GENERAL CONDITIONS**

1. Purchase Order Number must be shown on all packing slips and invoices. Packing slip must accompany each shipment indicating contents of all packages. Purchase Order Number and Business Unit of Purchaser must be clearly marked on exterior of each package. Packing slip must be marked "partial" if shipment is less than complete order. Each package must include complete packing memorandum, and appropriate labels with clear label information.
2. Vendor must forward a separate invoice for each Purchase Order Number, showing Sales Tax, GST/HST and shipping charge, if any, separately, together with the net amount of the invoice. Invoices showing shipping charge, other than parcel post, must be accompanied by copy of freight bill.
3. Immediate acknowledgement of this order is required if delivery cannot be made by the date indicated.
4. Vendor must verify prices before acceptance of the attached order. All prices will be in Canadian Dollars unless otherwise indicated.
5. Purchaser reserves the right to have items repacked at Vendor's expense if the packaging and labelling instructions specified on the bid and Purchase Order are not followed.
6. Title to goods delivered against this order shall vest with Purchaser upon delivery to Purchaser. This is subject to rejections by the Purchaser.
7. No changes or substitutions will be accepted unless authorized in writing by Purchaser. Collect shipments will be refused.
8. Purchaser's normal delivery hours are from 8:00 a.m.– 4:00 p.m., Monday through Friday, local time.

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## SCHEDULE A

1. “Confidential Information” means all information about the business of the Purchaser and includes, without limitation any information that is: (i) related to products, marketing, sales, operations, performance, cost, and know-how; (ii) all process information and techniques related thereto; (iii) financial information and statements; (iv) pricing information, business plans and customer lists; (v) investment information; (vi) information that is proprietary or developmental; (vii) investor information, (viii) personal information of policyholders, clients, employees and independent contractors of the Purchaser.
  
2. Confidential Information does not include any information;
  - (a) which was previously known by the Vendor prior to the date of the Purchase Order;
  - (b) was in the public domain at the date of the Purchaser Order;
  - (c) becomes part of the public domain through no action by or on behalf of the Vendor;
  - (d) was received by the Vendor from a source which is not under a confidentiality obligation to the Purchaser;
  - (e) is required to be released or disclosed by law or judicial order.
  
3. The Purchaser acknowledges and agrees that the Vendor will need to disclose Confidential Information to those of its directors, officers, employees, agents, representatives and professional advisers who have a need to know in order to carry out the terms of the Purchase Order. Except with the prior written consent of the Purchaser or as may be required by law, the Vendor agrees that it will not disclose and will cause its directors, officers, employees, agents, representatives and professional advisers not to disclose, directly or indirectly, any Confidential Information to anyone who does not need to know.
  
4. Vendor shall hold the Confidential Information in a secure place using the level of efforts and standard of care equivalent to that used to protect its own confidential information.
  
5. Upon the fulfillment of the terms on the Purchase Order or the earlier termination of the Purchase Agreement, the Purchaser may request the Vendor to return or destroy all Confidential Information in its possession. The Vendor agrees to act promptly on such request and to confirm in writing to the Purchaser that it has complied. All returned documents shall be sent to the address on the face of the Purchase Order.



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6. IN WITNESS WHEREOF, [VENDOR] and *ivari* have caused this Purchase Agreement to be fully executed and effective as of the last date set forth below.

[Vendor], Officer

*ivari*, Signing Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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Title

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Date

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Date