

# PURCHASE ORDER TERMS AND CONDITIONS

DynaIndustrial agrees to purchase and Supplier agrees to supply the "Goods" and/or the "Services" described in the Purchase Order issued by DynaIndustrial to Supplier, subject to the following terms and conditions.

**1. Governing Terms and Conditions:** The terms and conditions set out below, in the Purchase Order or in any other documents incorporated by reference in the Purchase Order (collectively the "Terms and Conditions"), constitute the exclusive and entire agreement between DynaIndustrial and Supplier with regard to the subject matter of a particular Purchase Order. DynaIndustrial hereby gives notice that it objects to and rejects any terms or conditions contained in any document which has been or may in the future be supplied to it by Supplier which are in addition to, different from, inconsistent with or attempt to vary any of the Terms and Conditions, whether such terms or conditions are set forth in Supplier's bid, proposal, order acknowledgement, invoice or otherwise disclosed to DynaIndustrial. DynaIndustrial's acceptance of the Supplier's Goods and/or Services will not be construed as an acceptance of any terms or conditions contained in any such document provided by Supplier. If a particular Purchase Order is deemed to be an acceptance of a prior offer by Supplier, such acceptance is conditional on Supplier's assent to these Terms and Conditions.

**2. Acceptance:** This Purchase Order will be deemed accepted and will be a binding contract on Supplier, upon Supplier: (a) executing and delivering the acknowledgement copy of the Purchase Order to DynaIndustrial; (b) delivering any part of the Goods to DynaIndustrial; (c) commencing performance of any Services for DynaIndustrial or (d) upon Supplier accepting any payment made by DynaIndustrial related to the Goods or Services, whichever occurs first.

**3. Full Compensation:** Except as otherwise provided in the Purchase Order, the stated purchase price shall be the only compensation payable from DynaIndustrial to Supplier for the supply of the Goods and Services and the performance of Supplier's obligations under the Purchase Order.

**4. Price Inclusive:** Unless otherwise specified in the Purchase Order, the stated purchase price shall include all duties, levies, freight charges, packing charges, insurance charges, installation charges and any other charges whatsoever in connection with the Goods and/or Services. Supplier shall provide all properly completed customs invoices, declarations and evidence of export/import as well as such operating and maintenance manuals as may be reasonably required by DynaIndustrial.

**5. Title and Risk of Loss:** Unless otherwise specified in the Purchase Order, Supplier will have the risk of loss for all Goods shipped under this Purchase Order until receipt of delivery and acceptance of such Goods by DynaIndustrial, at which time title to and risk of loss with respect to such Goods will pass to DynaIndustrial, free and clear of all liens, charges or encumbrances whatsoever.

**6. Inspection & Rejection:** All Goods are subject to DynaIndustrial's inspection and acceptance on delivery. If rejected, the Goods will be held for disposal at Supplier's risk and expense. No payment, inspection or acceptance of any part or all of the Goods will relieve Supplier from full responsibility of furnishing Goods conforming to the requirements of the Purchase Order.

**7. Warranty:** In addition to any other express or implied warranties, Supplier warrants that: (a) all Goods and/or Services supplied will be in accordance with all applicable specifications, drawings, descriptions and other requirements of the Purchase Order; (b) all Goods supplied will be new; (c) all Goods will be of good industry standard material and workmanship, will be fit and suited for the purpose or use contemplated by the Purchase Order, and will be of merchantable quality; (d) all Services (including inputs and workmanship) will be in accordance with good contemporary standards for such Services in DynaIndustrial's industry; and (e) unless a longer period is specified elsewhere in the Purchase Order, all Goods supplied will be free from defects in material, design and workmanship for a period of 18 months, from the date of DynaIndustrial's receipt of such Goods.

**8. Compliance with Laws:** Supplier warrants and agrees that all Goods and Services supplied under this Purchase Order will comply with all applicable federal, provincial and local laws, regulations, ordinances, rules, codes and permits ("Laws") in force at the time of supply and/or performance including, without limitation, all Laws affecting the price, production, use, classification, handling, transportation, storage, sale or delivery of any Goods supplied under the Purchase Order and all applicable occupational health and safety and environmental Laws.

**9. Intellectual Property:** Supplier warrants that neither the Goods nor Services, nor DynaIndustrial's use, maintenance or repair of such Goods or Services, will infringe on any existing or pending patent, copyright, industrial design or other intellectual property right.

**10. Confidentiality:** Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to DynaIndustrial's business (the "Information") which Supplier may obtain in connection with the Purchase Order will be deemed to be confidential. Supplier will not use the Information for its own purposes (other than for fulfilling its obligations under the Purchase Order), nor will Supplier disclose the Information to any third party except as specifically authorized by DynaIndustrial in writing.

**11. Use of Information:** DynaIndustrial will have the right to make copies of or otherwise use in connection with the Goods and/or Services (including duplicating any components required for the maintenance or repair of any Goods) any drawing or other information provided by Supplier in the course of its performance under the Purchase Order.

**12. Delay:** Time is of the essence of the Purchase Order. Supplier agrees that it will complete delivery of the Goods and/or perform the Services according to the times specified in the Purchase Order. Supplier will not be liable for delays in delivery of the Goods or in performance of its Services due to causes not within the reasonable control of Supplier; provided that, Supplier immediately notifies DynaIndustrial in writing of any such delay. If such delay is or is expected to be more than 15 days, DynaIndustrial may, at its option, cancel all or any portion of the Goods and/or the Services being supplied under the Purchase Order by giving written notice to Supplier, without further liability on the part of DynaIndustrial.

**13. Cancellation for Cause:** DynaIndustrial may cancel the supply of any Goods and/or the performance of any Services or any part thereof under the Purchase Order by giving written notice to Supplier, because of Supplier's failure to comply with any of the Terms and Conditions or other provisions pertaining to the Purchase Order including, without limitation, for late delivery of Goods, late performance of Services, delivery of Goods which do not conform with the Purchase Order or failure to provide DynaIndustrial, upon request, with reasonable assurances of future performance.

**14. Cancellation Without Cause:** DynaIndustrial may cancel the supply of any Goods and/or the performance of any Services or any part thereof at any time without cause at its sole option by giving written notice to Supplier. Upon such cancellation without cause, DynaIndustrial will reimburse Supplier for its actual direct costs incurred in respect of the Purchase Order prior to the effective date of notice of cancellation together with any actual direct costs resulting from such cancellation, less the reasonable recoverable value of any Goods or partially completed Goods, if applicable. Reimbursement for such actual direct costs will be Supplier's exclusive remedy, and will constitute satisfaction of any and all liabilities of DynaIndustrial, with respect to any cancellation of the Purchase Order.

**15. Set-off:** DynaIndustrial may withhold, set-off or deduct from any amount otherwise payable to Supplier under the Purchase Order, such amount as may be reasonably necessary to reimburse, indemnify or protect DynaIndustrial from any amount owing by Supplier to DynaIndustrial pursuant to the Purchase Order, or for any loss or damage that may be due to the default by Supplier in any obligation under the Purchase Order or from claims by third parties against DynaIndustrial in respect of the Goods or Services.

**16. Cumulative Remedies:** Except as otherwise expressly provided in the Purchase Order, any rights and remedies specified in the Purchase Order are cumulative and are in addition to any other rights or remedies available to DynaIndustrial at law.

**17. Modification:** No revision, modification or waiver of the Terms and Conditions will be binding on DynaIndustrial unless such revision, modification or waiver is expressly agreed to in writing signed by a signing officer of DynaIndustrial.

**18. Governing Law:** Trade terms used in the Purchase Order shall be interpreted in accordance with the ICC's Incoterms, latest version. The laws of the jurisdiction where the Goods are delivered or the Services are provided (excluding such jurisdictions conflict of laws rules and the United Nations' Convention on Contracts for the International Sale of Goods) will apply to and govern the interpretation, validity and enforceability of the Purchase Order. Supplier hereby attorns to the jurisdiction of the courts of the applicable jurisdiction.

**19. Services Provided at DynaIndustrial's Facility:** When any aspect of the Purchase Order involves attendance at or the performance of the Services at a DynaIndustrial facility, the following additional provisions will apply.

(a) Supplier and its officers, employees, agents and subcontractors will comply with all reasonable site rules and safety and security regulations established by DynaIndustrial.

(b) Supplier will have complete control and responsibility for the safety and health of its officers, employees, agents and subcontractors while engaged in the Services at DynalIndustrial's facility, and will take all necessary precautions to prevent the occurrence of any injury to person or damage to property during the performance of the Services.

(c) Supplier will obtain all necessary permits and/or licenses and give all necessary notifications for the performance of the Services.

(d) Supplier will notify DynalIndustrial in advance of any hazardous materials that it intends to bring onto DynalIndustrial's facility and provide DynalIndustrial with the appropriate Material Safety Data Sheets for such materials.

(e) Where applicable, payment of Supplier's invoices will be subject to compliance with the holdback provisions of any applicable lien legislation and Supplier providing appropriate clearance certificates regarding the payment of Workers' Compensation assessments and provincial sales tax.

(f) Supplier shall indemnify and hold DynalIndustrial harmless from and against any all claims, demands, damages, losses, expenses, costs (including legal fees), fines and penalties sustained or incurred by or asserted against DynalIndustrial arising from or in connection with any negligent act or omission of Supplier or Supplier's officers, employees, agents or subcontractors in the course of performing the Services.

(g) Supplier will maintain general liability insurance and automobile liability insurance in an amount not less than \$2,000,000 per occurrence. The terms of such insurance must be satisfactory to DynalIndustrial, acting reasonably and Supplier will provide DynalIndustrial with satisfactory proof of such insurance coverage upon request.