

CANADA DEPOSIT INSURANCE CORPORATION ("CDIC")**Purchase Order Terms and Conditions**

The following constitute the terms and conditions relating to the attached purchase order (the "Purchase Order") and acceptance of this Purchase Order shall bind the parties described in such Purchase Order, unless a written agreement covering the purchase of the products or services ordered hereunder (a "Master Agreement") has been entered into between the parties, in which case the Master Agreement shall take precedence. Any terms proposed in Supplier's acceptance of this Purchase Order which add to, vary from, or conflict with the terms herein are hereby objected to and rejected in all respects, but such proposed terms shall not operate as a rejection of this Purchase Order, unless such variances or conflicts are in the terms of description of goods, quantity, price or delivery schedule of the goods or services.

1. The Purchase Order must not be altered or modified in any way without CDIC's written consent and any waiver or exceptions of any terms or special terms relating to this Purchase Order (and any amendments) must be specifically agreed to in writing by an authorized CDIC representative in order to be valid.
2. The CDIC Purchase Order number must appear on all boxes, packages, shipping documents, invoices and correspondence. Packing lists must be enclosed with each corresponding shipment.
3. The Supplier warrants that the goods (a) are fit for the purpose for which they are purchased, (b) are free from defects, (c) are delivered new, in original packaging and adequately packaged and labelled, and (d) meet the required specifications; and that the services shall be performed diligently and in a good and workmanlike manner. These warranties will survive acceptance and use. Supplier agrees to replace or correct defects in any goods or services at no charge to CDIC. If Supplier does not correct or replace such defects following reasonable notice by CDIC, CDIC may make such corrections or replace such goods and services at the expense of Supplier.
4. The Supplier acknowledges and agrees that all material, regardless of format, produced by or on behalf of the Supplier and specifically for CDIC pursuant to the Purchase Order shall become the sole and exclusive property of CDIC, that it will do such things as are necessary to effect the transfer or assignment of its rights in such material to CDIC, and such material shall form part of CDIC's confidential information.
5. This order shall not to be billed at a price higher than the last quoted by the Supplier unless the price is stated on the face of this Purchase Order. Supplier warrants that the prices for the goods and services contemplated by this Purchase Order are not less favourable than those currently extended to any other customer for the same or similar goods and services in similar quantities.
6. The goods or services ordered in the Purchase Order shall be payable Net 30 days unless otherwise stipulated in the Purchase Order.
7. CDIC may setoff amounts owing to Supplier under this Purchase Order against amounts owed by Supplier to CDIC under this or any other transaction with Supplier.
8. No additional charges will be accepted by CDIC for packing, crating or transportation unless specifically specified on the Purchase Order.

9. CDIC may terminate this Purchase Order in its sole convenience, in whole or in part, at any time at least 2 business days prior to shipment of good or delivery of services. In the event of such termination, Supplier shall immediately cease all work associated with this Purchase Order. For customized work performed or goods produced specifically for CDIC, CDIC will pay a reasonable termination charge based on a percentage of work completed prior to the notice of termination. In addition, CDIC reserves the right to cancel all or any part of the Purchase Order if such order is not filled or delivered as specified in the Purchase Order. Any and all goods or materials that do not meet such specifications shall be returned to the Supplier forthwith at the Supplier's own cost and responsibility.
10. Title to the goods shall not be transferred to CDIC until the goods have been inspected and accepted by CDIC and the Supplier shall bear the risk of loss or damage until such acceptance has been given. However, acceptance by CDIC of all or part of the goods, or payment therefore, shall not constitute a waiver of the right of CDIC to cancel all or any part of the Purchase Order and return goods or material to the Supplier at the Supplier's cost.
11. Supplier warrants that all goods and/or services supplied hereunder will have been produced or performed in compliance with and Supplier agrees to be bound by all applicable federal, provincial and local laws, orders, rules and regulations. Supplier agrees to conduct its business for CDIC so as to avoid any conflict of interest.
12. The Supplier acknowledges that time is of the essence with respect to providing the services or delivering the goods ordered by way of this Purchase Order. Any failure to meet the stipulated delivery date shall entitle CDIC to cancel the order without liability of any kind.
13. The Supplier covenants and agrees that it shall maintain comprehensive general liability insurance with an insurance carrier acceptable to CDIC for a minimum of \$2,000,000.00 per occurrence. Supplier shall provide to CDIC evidence of its insurance coverage promptly upon CDIC's request.
14. The Supplier agrees to maintain in confidence and not disclose to any third party any confidential information which it may have received from or on behalf of CDIC, except as required by law, and subject to prior notice to CDIC. The Supplier will promptly report any actual or reasonably suspected loss, theft or breach of CDIC confidential information to CDIC.
15. The Supplier shall indemnify and hold CDIC and its affiliates, and their respective directors, officers, employees and agents harmless for any claims, demands or actions of any sort which may be made as a result of, arising from or relating to (i) the goods delivered to CDIC; (ii) the services provided to CDIC; (iii) any breach of or non-compliance with any of the terms of this Purchase Order; or (iv) allegations that the goods or services purchased hereunder infringe or violate any third party's proprietary intellectual property rights.
16. The Supplier shall not sell, assign, transfer or subcontract any of its rights or obligations under the Purchase Order without the prior written consent of CDIC and provided that, in the event CDIC gives such consent, the Supplier shall remain liable for the fulfillment of all of its obligations under this Purchase Order.
17. This Purchase Order and any documents referred to herein, constitute the entire agreement between the parties related to the subject matter described herein.

18. In no event shall CDIC be liable for anticipated profits or for incidental or consequential damages. CDIC's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach thereof shall in no case exceed the price allocable to the goods and/or services or unit thereof which gave rise to the claim. CDIC shall be liable for penalties of any kind or description.
19. CDIC's failure to insist on performance of any terms and conditions herein or to exercise any right or privilege or CDIC's waiver of a certain breach hereunder shall not thereafter waive any other terms, conditions or privileges, whether of the same or similar type.
20. This Purchase Order, including the present terms and conditions, shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.