



Hereto are provided for **HK KOLMAR CANADA, INC.**, hereafter referred to as '**HKKC**', the

Strategic Procurement Terms and Conditions applicable and binding upon Seller's acceptance of a Purchase Order (PO).

1. PO's not properly issued on HKKC designated forms, stating "Purchase Order" are hereby rejected. Similarly, any verbal
2. authorizations and /or any verbal amendments will be rejected unless specifically agreed to in writing by HKKC.
3. The Supplier shall display the Sellers Name complete PO number, product description and quantity prominently on all packages, invoices, correspondence, customs documentation, bills of lading and packing slips and ensure that packing slips accompany all shipments. Packing lists are to be enclosed in a marked separate envelope, INSIDE THE PACKAGE. In case of multiple packages, mark the package containing the packing list.
4. Packages should be on pallet and stackable pallet will NOT be allowed. Maximum height on standard pallets will be 48". Any oversized pallets (too high) will be subject to a rework charges.
5. A packing list must accompany each shipment of Goods.
6. HK Kolmar shall not be responsible or liable for any packaging charges, unless otherwise agreed to herein by HK Kolmar.
7. Unless otherwise negotiated, payment terms are assumed to be Net 60 days from the receipt of goods or provision of agreed services. HKKC shall calculate any cash discount from the date of receipt of invoice.
8. The price on the PO is the total cost and includes all fees and charges of any kind including patent, permit, inspection, royalty and license fees, charges for crating, boxing, cartage and re-stocking, and government tax levies, unless otherwise stated on the PO.
9. All applicable taxes are specified on the PO.
10. The delivery and performance requirements, manner of delivery and specified dates of this Purchase Order shall be strictly adhered to and shall not be modified without the prior written acceptance of HK Kolmar. Overages are subject to +/- 10% on order quantity.
11. Goods not shipped in time to meet the delivery requirements and dates under a Purchase Order, at HK Kolmar option, shall be delivered at the fastest means available, at the sole expense of Seller
12. Forward all invoices to: payables@kolmar.com
13. All electrical or electrical components and equipment supplied must have the CSA and/ or Ontario Electrical Code approval and be certified for the intended use in Canada by a certification organization accredited with the Standards Council of Canada Act.
14. Safety Data Sheets (SDS) and appropriate labels must accompany all hazardous products as defined under the federal Hazardous Products legislation and the WHMIS Regulations.
15. HKKC reserves the right at any time to make changes in drawings and specifications as to any material or work covered by this order. In the event any additional cost or savings results from such change, the Supplier shall notify HKKC thereof and obtain written approval before proceeding with this order.
16. The Supplier must notify HKKC in writing of any changes in product or service that affect the ability of the purchased product to meet any purchase requirements, including drawings and specifications, that specified by HKKC during the purchasing process. HKKC must be notified of such changes in writing 15 days in advance of the implementation of such changes.

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17. HKKC, in its sole discretion and without cause, may terminate this agreement at any time within two (2) business days after the effective date of the agreement, without incurring any liability for lost profits, costs or expenses incurred or any other damages.
18. Suppliers outside Canada shall provide Canada Customs invoices with completed, acceptable shipment documentation to HKKC's customs broker as noted on the PO.

Conditions:

19. Time shall be the essence and the Supplier shall deliver the goods and services in strict accordance with the delivery date, quantity and the requirements as specified in this PO and any attached specifications.
20. The goods are subject to inspection and approval, following delivery for a period of not less than sixty (60) days notwithstanding prior payment. In the event any of the goods are rejected by HKKC, in its sole discretion, HKKC is entitled to return such goods at the Supplier's expense and the Supplier shall credit HKKC accordingly within fifteen (15) day of return of the goods.
21. Notwithstanding delivery of the goods, title to the goods remain with the Supplier until HKKC has inspected and approved of the goods or sixty (60) days has passed after delivery without HKKC rejecting the goods.
22. The Supplier represents warrants and covenants that the goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right.
23. The Supplier represents, warrants and covenants that the goods are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all manufacturer and HKKC specifications and are fit for their ordinary purpose, unless HKKC has made a particular purpose known to the Supplier, in which event the goods are fit for that particular purpose as well.
24. The Supplier covenants that the goods are warranted as described for a period of not less than one (1) year from date of delivery to HKKC notwithstanding any HKKC inspection, testing, approval, acceptance or payment for the goods, materials or equipment, unless otherwise stated on the PO.
25. In the event of any breach of warranty at law or pursuant to this PO by the Supplier, at any time during the one (1) year warranty period, the Supplier shall, at HKKC's option, repair or replace the goods with an equivalent or better product at no additional cost to HKKC within fifteen (15) days of HKKC's notification to do so.
26. For the services, the Supplier shall: a) perform all work in a good and workmanlike manner to the full satisfaction of HKKC; b) obtain and maintain full and adequate insurance covering performance of the work, which is to be available to HKKC upon request, c) obtain and maintain Workplace Safety and Insurance Board coverage and provide both WSIB number and proof of satisfactory standing to HKKC upon request; and d) comply with all applicable Health and Safety policies, procedures, guidelines, and rules of HKKC including conflict of interest policies
27. The Supplier may not assign or subcontract this PO or any subsequent contract without the prior written permission of HKKC.
28. The Supplier shall provide the goods and services in strict compliance with all laws, regulations, codes and standards of Canada, at the sole cost of the Supplier.
29. The Supplier shall indemnify and save harmless HKKC, its officers, directors, employees, contractors, students and agents from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines, cost and expenses including legal fees or other proceedings of any kind or nature directly or indirectly arising out of any breach or inaccuracy of any representation, warranty or covenant, performance of the services or supply of the goods, including but not limited to personal injuries to anyone, breach or alleged breach of intellectual property laws, environmental non-compliance, product liability and property damage.



30. These Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive bid document, signed quote, or contract. In the event of a conflict or inconsistency, the terms and conditions of the competitive bid document, signed quote or contract, will govern.

31. This Agreement is to be construed and governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for same do not apply.
32. Where applicable, the Supplier shall ensure full compliance with AODA (Accessibility for Ontarians with Disability Act)
33. All Suppliers must adhere to HKKC specific and Simcoe Muskoka Health Unit guidelines pertaining to Covid-19 protocols, updated regularly. These restrictions can and may include:
 - a. Do not visit HKKC if you are sick with ANY illness.
 - b. Wear a face mask or face covering at all times while in our facility
 - c. Submit to the HKKC COVID Screening Questionnaire and Temperature Check.
 - d. If you become ill within 14 days of visiting our facility you must inform HKKC.