

STANDARD TERMS AND CONDITIONS OF PURCHASE

VERSION: 150626

It is our intention to be your most valued client, period. We are committed to helping you, our suppliers, achieve your goals so that in turn you can use your expertise to help us achieve our goals.

The following document is a base standard regarding our requested terms and conditions of purchase. We understand that each supplier has their own specific requests, so this document serves to fill the gap in the unlikely even that a discrepancy arises.

It will be assumed that the supplier is aware of and is in agreement with these terms and conditions upon acknowledgement of a purchase order from Bartel Machine.

1. SHIPMENT

Orders are to be delivered to the "Ship to" address on the purchase order unless otherwise agreed to in writing. Most orders will be FOB your dock, in which case Bartel will be responsible for shipping fees. In special cases, we will request FOB our door. If this is not specified, we assume the order will be sent FOB our door.

2. DELIVERY

The supplier shall deliver the goods ordered in good order within the agreed upon delivery date. Failure to do so may result in a cancellation of the order or partial payment from Bartel Machine in order to cover the losses incurred by Bartel due to late or partial delivery. We understand schedules sometimes change, and as such Bartel will not hold suppliers responsible if the delay in schedule is beyond your control.

3. PAYMENT

Bartel Machine will pay for complete and proper orders entirely within (30) days unless agreed to otherwise in writing. Payments will be paid in Canadian currency, unless otherwise specified on the purchase order. Bartel will not pay for incomplete or incorrect or damaged orders. The correctness of the order will be gauged against the wordage in Bartel's purchase order to the supplier.

4. CONFIDENTIALITY

Bartel Machine will treat all proposals submitted to us as confidential. The supplier warrants, to the best of their knowledge, that the sale or use of the products, goods, item, etc. covered by the purchase does not and will not infringe on any patents or intellectual property of any kind, owned elsewhere. If this occurs by accident or unknowingly and brought to our attention, Bartel will inform the seller immediately upon our learning of the situation, and the supplier agrees to indemnify Bartel Machine and Welding Inc. against all judgments and expenses and any other ruling resulting from any actual or alleged infringement.

5. CANCELLATION AND CHANGES

Bartel Machine will only cancel orders placed with our suppliers in extreme cases due to events beyond our control, or in the event of discrepancies or errors in pricing, scope, etc. For this reason, Bartel reserves the right to cancel orders due to change conditions, error in pricing, or other discrepancies or causes beyond our control. If the deliverables do not match the items purchased and noted in our purchase order, Bartel reserves the right to pay the supplier partially for only the correct portion of the order.