



Purchase Order Terms and Conditions

1. **Definitions.** "Company" means Flynn Group of Companies. "Contract" means these Terms and Conditions together with all documents specifically referenced herein and any written purchase order, contract or agreement which attaches, incorporates or otherwise references these Terms and Conditions. "Goods and Services" means the products, materials and/or services sold by the Seller and purchased by the Company under the Contract. "Seller" means any individual, corporation or other entity who is to supply Goods and Services to be purchased by the Company pursuant to a Contract. "Terms and Conditions" means the terms and conditions herein.
2. **Acceptance.** This Contract will become legally enforceable upon receipt by the Company of an acknowledgement signed by the Seller. Without the written consent of the Company's authorized representative, no additional or different terms proposed by the Seller in its acknowledgement will be effective to modify the Contract and the Seller will be deemed to have accepted the Contract without such modifications. These Terms and Conditions shall supersede any terms and conditions attached hereto by the Seller or contained in any document produced by the Seller and purporting to be part of the Contract.
3. **Price.** The Seller warrants that the prices set forth in this Contract are complete and that no additional charges of any type, including but not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating will be added without the Company's prior written consent. Unless otherwise specified, all prices will be FOB the destination specified by the Company. The Seller further warrants that the prices set forth in this Contract are the lowest prices charged for goods and services sold by the Seller to its other customers. If after execution of this Contract, but prior to payment by the Company for the Goods and Services, the Seller (1) sells or offers to sell, products or services substantially similar to the Goods and Services to another customer at a lower price; (2) offers a reduction in price to any customer already purchasing products and services substantially similar to the Goods and Services; or (3) sells or offers to sell products or services substantially similar to the Goods and Services on commercial terms that are, in the Company's reasonable judgment, more favorable than those set forth in the Contract, such lower price or more favorable terms will be applicable to the Goods and Services hereunder.
4. **Terms of Payment.** Provided the obligations of the Seller under the Contract have been satisfied in full, payment shall be made by the Company to the Seller month-end following the date of the invoice or under other terms negotiated and outlined on the body of the Purchase Order.
5. **Product Warranty and Guarantee**
 - A. IGU (Insulated Glass Units), Monolithic, Tempered and Heat Strengthened Glass

Seller shall provide a written warranty against defective materials or workmanship for its dual seal and monolithic units for a period of ten (10) years from date of manufacture up until the substantial completion of the project. Such warranty shall cover obstruction of vision caused by dust collection or film formation on internal glass surfaces due to failure of the hermetic seal. The Seller shall provide a written warranty for its Tempered and Heat Strengthened glass to meet the requirements of ASTM C-1048, for a period of ten (10) years beginning from the date of manufacture or up until the substantial completion of the project.
 - B. Gaskets & Plastics

Seller shall provide a product manufacturer written warranty that all gaskets & plastics will retain their shape, resist weathering, function in extreme temperatures, resist tearing, prevent air leaks and water penetration as called for in the specifications in the Tender Contract.
 - C. Paint Finishes (Duranar, XL, or XLE):

Seller shall provide the paint manufacturers or the tier 2 contractors written 'pass-through' warranty for workmanship on paint finish and warrants the products and/or materials will not chalk, crack, or peel, fade nor change color more than five (5) E units as determined by ASTM D 2244. Seller shall be responsible for repairing, repainting or replacing materials when it deemed the Seller has not performed to acceptable standard for quality of finish or has damage materials in the manufacturing process.
 - D. Anodized Finishes:

Seller shall provide the anodizers manufacturers or the tier 2 contractors' written 'pass-through' warranty for workmanship on anodizing finish and warrants the product to be free from cracking, flaking, blistering and subsequent chemical reaction due to caustic residues remaining from the anodizing process; for a period of 5 years from the date of shipment. Seller shall be responsible for repairing, re-anodizing or replacing materials when it deemed the Seller has not performed to acceptable standard for quality of finish or has damage materials in the manufacturing process.





E. Aluminum Composite Material (ACM)

The Seller shall be responsible that all products purchase by the Company meets or exceeds the ASTM and CAN/ULC standards, as it relates to the "FR" and "PE" quality requirements. The Seller shall further ensure that the material will not peel, consist of any chipping, cracking and or but not limited to dis-coloration as it relates to the specific paint and lamination finishes.

F. Ceramic Panels/Tiles

The Seller shall provide appropriate quantity of materials, size, and colour, as required for processing and fabrication and based quantities specified on the purchase order. The Seller is required to ensure product is received in a protective crate to prevent chipping, cracking, or subsequent damage from transportation. Seller shall ensure the panels/tiles are to be from same production batch from the manufacture and that any significant change in chromatic shades will be replaced by the Seller at no additional cost. Being stated that, as far as the characteristics of the products are concerned, the seller shall follow the laws and technical rules in force in Italy "manufacturer's location. In cases of inferiorities or where the products do not meet the specification outline in the purchase order or on the specifications provided, the Seller shall provide replacement stocks within a timely manner at the Sellers cost, if the discrepancy is deem the responsibility of the Seller. Upon request, the Seller shall provide all technical, quality but not limited to engineering information to the Buyer. The Seller shall provide upon request the manufactured date, batch number and but not limited to warranty information of the products.

6. **Quality.** The Seller warrants that it has and will maintain an adequate quality control system with respect to the production, manufacturing, supply and delivery of the Goods and Services and that it creates and maintains adequate quality control reports, certificates, affidavits, and other such records in relation thereto. The Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance and subcontractor and Seller warranty certificates, as applicable, all in a form acceptable to the Company.

7. **Inspection.** The Seller agrees that the Company shall have the right to have all products and materials comprising the Goods and Services inspected, tested and/or audited, as the context requires, either before shipping or within a reasonable time after delivery. If conducted prior to shipping, such inspection, test and/or audit shall be performed by the Company or its agent during normal business hours, upon reasonable notice and at no additional cost. The Seller shall provide all necessary assistance and the facilities reasonably required to perform the same. Upon inspection, the Company may give the Seller notice of rejection or revocation of acceptance, as the context requires, notwithstanding any payment, passage of title, approval or prior test or inspection conducted by a person other than the Company or its agent. Under such circumstances, the Company will have the right, in addition to any other rights and remedies it may have, in its sole discretion: (1) to return any and or all non-conforming products and/or materials to the Seller for replacement, reimbursement, credit, or repair; (2) to require the Seller to rework, repair, and or replace the defective products and/or materials with all costs associated therewith to be charged to and be paid by the Seller; or (3) to hold any or all nonconforming products and/or materials, at the Seller's risk and expense, until they can be repaired, replaced or disposed of in accordance with the Company's instruction.

Neither the inspection, testing, nor auditing of such products and materials, nor the failure to do so, shall constitute acceptance of the Goods and Services, relieve the Seller from any obligation under this Agreement or limit, revoke or waive any right or remedy of the Company with respect to the Seller's performance hereunder.

8. **Import/Export Compliance.** Transferable credits or benefits associated with the products and/or materials comprising the Goods and Services, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to the Company unless prohibited by applicable law. The Seller will provide the Company with all information and records relating to the products and/or materials comprising the Goods and Services necessary for the Company to: (1) receive these benefits, credits, and rights; (2) fulfill any customs obligations, origin of making or labeling requirements and certification or local content reporting requirements; (3) claim preferential duty treatment under applicable trade preference regimes; and (4) participate in any duty deferral or free trade zone programs of the country of import. The Seller will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of products and/or materials comprising the Goods and Services, including obtaining any required licenses or approval and, unless otherwise agreed between the parties elsewhere in this Agreement, the payment of all associated fees, duties and taxes not included in the quote package.

9. **Excise Tax and Custom Duty Remission.** Upon request of the Company, the Seller shall furnish to the Company any customs duty and excise tax remission claims available to the Seller in connection with the export by the Company of any products imported by the Seller and provided to the Company under this Agreement, or incorporating, or manufactured by the Company from, such products. Without limitation, the Seller will (1) provide all information with respect to such imported products necessary to complete any such customs duty and excise tax remission claims to be filled by the Company, including Canada Revenue Agency entry numbers, dates of entry, quantities and description of goods, custom values, and rates and amounts of custom duties and excise tax paid by the Seller, and (2) execute applicable certificates of delivery and other documents as necessary in connection with the Company's remission claims.





10. **Amendments and Changes.** The Company may, at any time, amend or make changes to the Contract in writing, acting reasonably, and the Seller will continue performance of its obligations hereunder as so amended and or changed. If such changes cause an increase or decrease in the Seller's cost of or time required for performance of its obligations hereunder, an equitable adjustment will be made to the price and/or delivery schedule, as the context requires.
11. **Waivers.** Any failure by the Company to insist upon strict performance of any of these Terms and Conditions shall not be deemed a waiver of any rights or remedies that the Company may have unless expressed in writing and, in any event, shall not be deemed a waiver of any subsequent breach or default in the terms contained herein.
12. **Governing Law.** The Contract shall be interpreted in accordance with the laws of the Province that the Goods and Services are to be shipped to. The parties hereto attorn to the jurisdiction of the courts of such Province.
13. **Headings.** The insertions of headings are for the convenience of reference only and shall not affect the construction or interpretation of the Contract.
14. **Further Assurances.** Upon execution of the Contract the Company and the Seller shall execute, acknowledge and deliver such instruments and take such other actions as may be reasonably necessary to fulfill their respective obligations under the Contract.
15. **Assignment.** The Contract shall not be assigned by the Seller without the prior written consent of the Company.

