



SUPPLIER'S POLICY

TERMS AND CONDITIONS

- 1- By accepting the order, the Seller accepts the terms and conditions of CVTECH-IBC supplier's policy described in the present document.
- 2- Following receipt of the order, the Seller must return the order within a delay of 24 hours signed in the space provided on the form, acknowledging reception of the order. The Seller has an additional delay of 48 hours to signal any modifications to the order received. Failure to advise CVTech-IBC of any changes, the order will be considered accepted as such by Seller.
- 3- All packing slips, packages and invoices must show the purchase order number.
- 4- Seller will supply all the following information or documents with every shipment.
 - The purchase order's number
 - The part's number of CVTech-IBC
 - The quantity
 - The certificate of conformity for the surface treatments and for the raw material.
 - The NAFTA certificate for suppliers from North America
 - The invoice
 - The customs documents
 - A packing slip on every container or parcel
- 5- No changes or modifications must be made to the specifications, drawings, parts and tooling owned by CVTech-IBC without the written authorization of CVTech-IBC.
- 6- CVTech-IBC' terms of payment are as follows: 2% discount if paid within 10 days or 60 days after the date of invoicing.
- 7- Unless, otherwise specified by CVTech-IBC, the Seller is responsible to provide proper shipment to ensure that goods are delivered in good condition at CVTech-IBC.
- 8- The Seller must ship the order at the dates and in accordance with terms specified by CVTech-IBC, otherwise CVTECH-IBC reserves the right to cancel the order or to refuse delivery of the goods and return them at seller's expense.
- 9- CVTech-IBC reserves the right to accept or reject in part or in totality any merchandise not meeting the expected specifications. The inspection will be final as to the acceptance of the agreed upon goods.
- 10- The goods rejected by CVTech-IBC's inspection department will be returned at seller's expense unless there is a written agreement to the contrary.
- 11- Following CVTech-IBC's request for the return of rejected parts from Seller, the Seller will have to supply his authorization (written authorization, return number for the goods or other).

12- After receiving the rejected parts sent to Seller by CVTech-IBC, the Seller will have to issue a credit within a delay of 72 hours to CVTech-IBC for the parts returned.

13- When there is a problem and the need for parts by CVTech-IBC is urgent and sorting of the parts is required, Seller will come to CVTech-IBC's location to sort out the parts. If the Seller cannot come, CVTech-IBC will sort out the parts and will invoice Seller at an hourly rate of 45.00\$. If CVTech-IBC must use equipment to give the suitable parts, the time rate will be 75.00\$

14- It is understood that all expenses, incurred as a result of late delivery and/or inaccurate delivery which leads to a production shutdown either at CVTech-IBC inc. or at one of its customers, will be billed to Seller.

15- The Seller is responsible for all goods supplied by CVTech-IBC to sub-contractors. Any goods rejected or lost by Seller will be billed to him.

16- CVTech-IBC reserves the right to refuse or return at Seller's expense any goods shipped in excess of the requested quantities.

17- The price paid for parts by CVTech-IBC to the Seller will be the price indicated on the purchase order. All modifications of pricing requested by Seller will have to be justified and explained before being accepted by CVTech-IBC.

18- The Seller agrees at least once a year to propose to CVTech-IBC a cost reduction program on ordered parts.

19- CVTech-IBC assumes no responsibility for goods supplied in this order that might be covered by patents, drawings registration or otherwise, unless those are CVTech-IBC's property.

20- CVTech-IBC reserves the right to make modifications to drawings or specifications to all material and / or services ordered at any time. All modifications of price resulting from such alterations will be subjected to negotiation between both parties and will become effective only upon signature of an agreement to that effect.

21- The Seller shall, upon CVTech-IBC's request, suspend the shipment and delivery of goods, equipment, operation and all work regarding the order thereunder for such period as CVTech-IBC may request.

22- In addition to what has already been mentioned at article 7, if at any time the quantities ordered herein are by CVTech-IBC reduced or canceled, CVTech-IBC will not assume any liability or obligation for damages incurred or for the value of goods manufactured in excess of CVTech-IBC's delivery schedule, or exceeding the time indicated on the order. CVTech-IBC shall accept only delivery of completed items.

23- The Seller agrees to notify CVTech-IBC in writing, within 24 hours from the beginning thereof, of any circumstances or events in the nature of force majeure (circumstances outside one's control) or any other causes reasonably beyond the control of the Seller, which may delay deliveries as specified.

24- The order may not be transferred or assigned to a third party by Seller without the written consent of CVTech-IBC.

25- The Seller's warranty implies, correctly executed parts in conformity to drawings, standards and code of practice, free from any defects in material and workmanship.

26- CVTech-IBC reserves the right to conduct any inspection at Seller's location judged necessary without prior notification.

27- The Seller knows the usage that CVTech-IBC inc. intend to do with the goods delivered according to terms and conditions of the order. He guarantees that such goods will be conformed to specifications, drawings or descriptions supplied by or accepted by CVTech-IBC inc. and that they will be adequate for the intended purpose, of commercial quality, of good materials, well built and without defect. The Seller will compensate CVTech-IBC inc., will not hold him in any way liable and will defend him against pursuits or claims for losses, damage to property or injuries to people (including fees for inquiry and lawyer fees incurred and related to pursuits or procedures) occurring in any shape or form following the use of the goods ordered..

28- The Seller recognizes that all dies, drawings, tooling, templates and other special equipments developed or bought and used in manufacturing these goods belong entirely to CVTech-IBC inc. and that if required they may have to be remitted as soon as the order is completed, canceled or at any time upon request. The tooling prices and/or special equipments will be subjected to a separate tender.

29- Any use by Seller of CVTech-IBC's name or its affiliated companies, CVTech-IBC's brand names must be authorized in writing by CVTech-IBC.

30- If a sample is required in the order, the Seller will not proceed with the execution of the order until CVTech-IBC has approved such sample.

31- All provisions herein shall be covered by and interpreted in accordance with the laws of the Province of Quebec, Canada. It is expressly agreed upon that in the event that a clause is against the law such clause would become void and ineffective, the other clauses remaining valid and binding parties just as if the said clause had not been included herein.

32- Reminder: All writing on products and their packaging, as well as all documents related to products and services must have at least a French version. Office equipment and supplies, industrial equipment, computers and software, product labels and packaging, after-sales services and all related documents must at least be provided in French.