

TERMS & CONDITIONS

1. The law applicable to this purchase order shall be the law in effect in the Province of Alberta. Except for an appeal from an Alberta Court to the Supreme Court of Canada, no action in respect to the purchase order shall be brought or maintained in any court other than a court of the appropriate jurisdiction of the Province of Alberta.
2. This purchase order, together with all documents, drawings and specifications referred to herein, shall, when accepted by the seller, constitute the contract between the seller and the buyer, and shall not be altered, amended or supplemented without the necessary buyer's written approval.
3. Either the seller's written acceptance of this purchase order or the shipment of any article or commencement of performance hereunder shall constitute unqualified acceptance of the contract, and no contrary or additional terms or conditions shall apply.
4. In accepting this order (as defined above) the seller undertakes and agrees to provide all the materials and / or perform all the services shown or described in the contract documents and in strict compliance therewith.
5. For the supply of both materials and services, holdback of payment may be made in accordance with the requirements of the Builder's Lien Act of Alberta.
6. Each article or class of material or service to be supplied under this contract shall be in strict accordance with the specification. In the event that the buyer judges that the quality of such article, material, service is deficient, the buyer may cancel the order by returning the goods at seller's expense and debiting seller's account with original purchase cost.
7. If the supplier manufactures or purchases any goods involved in this contract outside of Canada, he must ensure that he, his agent, or representative is the "Importer of Record" for customs purposes.
8. Unless otherwise stated, all funds are payable in Canadian dollars.
9. Where delivery is stated, delivery by such date is regarded as of the essence of the contract. Failure on the part of the seller to complete by the stated delivery date for reasons other than those beyond his control, will entitle the buyer to only one or combination of the following remedies:
 - 9.1 Cancel the order.
 - 9.2 Reassign the contract, and charge the original seller with all incremental costs involved
10. The seller agrees that at his own expense he will defend all suits and proceedings instituted against the buyer and pay any award of damages assessed against the buyer if such suits or proceedings insofar as the same are based on any claim that the material or any part thereof in any respect whatsoever including the use thereof constitutes an infringement of any claim of a patent, and shall indemnify and save harmless the buyer from and against all loss, costs, charges and damages, resulting from such suits or proceedings.
11. Aquatera shall not be bound by any total disclaimer of implied warranty and an express warranty or condition does not negate a warranty or condition implied by the Sales of Goods Act (Alberta) unless inconsistent therewith.
12. Insofar as this order specified FOB point, the buyer shall accept title for the goods at that point only. Material not sold FOB destination must be shipped collect by an approved carrier, specified by the buyer. Material shipped parcel post must be insured. COD charges will not be accepted.
13. Unless this is a fixed price order, seller undertakes and agrees to submit any price change proposals in detail and in writing to the buyer at least 30 days prior to their effective date. Such proposals will be subject to scrutiny and may be negotiated or the purchase order may be cancelled.
14. No charges for packages will be allowed, unless such costs form a part of an accepted quotation.
15. Seller will submit invoices in duplicate for each consignment or purchase order to Accounts Payable:

Aquatera Utilities Inc.
11101 - 104 Avenue
Grande Prairie, AB T8V 8H6
16. Seller agrees not to invoice at price higher than those formally agreed to by this order or subsequent amendment.
17. All packing cases, bales and cartons, etc. in which the articles or material may be shipped shall become, without charge, the buyers' property on receipt unless otherwise stipulated.
18. All correspondence in respect of this contract shall be directed to:

Purchasing Department,
11101 - 104 Avenue,
Grande Prairie, Alberta, T8V 8H6.

and must include the purchase order number.
19. The Vendor may not assign the whole or any part of its obligations arising out of this Purchase Order.
20. The seller warrants:
 - 20.1. That the product(s) and / or service(s) supplied to Aquatera conforms in all respects to the standards set forth by Federal and Provincial agencies
 - 20.2. That the shipping and handling of designated products and/or hazardous materials will be made in accordance with the applicable Federal, Provincial and Municipal regulations in force at the time of shipment.
 - 20.3. Failure to comply with articles 18.1 and 18.2 as noted above will be considered breach of the contract.
21. All goods, material and equipment supplied under this Purchase Order are subject to inspection and acceptance by the purchaser within a reasonable time after receipt thereof. The Purchaser will notify the Vendor in writing of the rejection of any goods, material and equipment which are not in accordance with the description of specifications stipulated in this Purchase Order, and such goods, material and equipment will then be held subject to the disposition of the Vendor at its risk and subject to all charges accruing as a result of such rejection.
22. The Contractor shall maintain an account in good standing with the Worker's Compensation Board (Alberta) and provide a letter from the Board so stating, prior to commencing work. The account must include personal coverage for inter alia all partners, proprietors or directors of the firm, company or corporation who are present or may have cause to be present at the work site. The Contractor shall ensure compliance by both the Contractor itself and Sub-contractors with the requirements of the Worker's Compensation Act (Alberta) and all applicable regulations thereunder.