
TERMES ET CONDITIONS D'ACHAT (Anglais)

Énoncé inscrit à la fin de chaque PO :

"LANGUE/LANGUAGE". En donnant suite à ce bon de commande, le fournisseur est réputé avoir accepté que les termes et conditions applicables à la vente des marchandises ou prestation des services visés par ce bon de commande ne soient rédigés qu'en langue anglaise. Une version française des termes et conditions qui suivent est disponible sur demande formulée à l'expéditeur de ce bon de commande. The delivery of goods or execution of services described in this purchase order by supplier confirms the approval of supplier that the terms and conditions applicable to this purchase order be drafted in the English language only. A French version of such terms and conditions is available upon request to the originator."

GROUPE MELOCHE INC. TERMS AND CONDITIONS

1. **DEFINITION:** A supplier is a person who sells goods or services to GROUPE MELOCHE INC.
2. **OBJECT:** The supplier undertakes to sell and/or provide to GROUPE MELOCHE INC. the goods and/or services described above, subject to the following terms and conditions.
3. **ACCEPTANCE:** The supplier confirms that it has read, accepted and is satisfied with the terms and conditions of the purchase order. The supplier further acknowledges that the commencement of the execution of any services, work and/or supply of goods described above constitute its total and unconditional acceptance of the terms and conditions of the purchase order.
4. **PRICE:** The supplier represents and warrants that the price indicated is the price applicable hereunder. GROUPE MELOCHE INC. shall assume in whole any increased costs resulting from a change that it requests, as per the price in effect at the time that the change was requested and subject to written acceptance of GROUPE MELOCHE INC.
5. **DELIVERY DATE:** The delivery of any goods and/or the commencement of any services shall be made as per the timetable specified by GROUPE MELOCHE INC., which may amend or suspend the timetable upon notice to the supplier. The supplier may not modify its price unless GROUPE MELOCHE INC. has agreed thereto. If delivery is late for any reason other than the fault of GROUPE MELOCHE INC., GROUPE MELOCHE INC. may resiliate this agreement without payment of any indemnity whatsoever to the supplier.
6. **DELIVERY:** The supplier shall indicate, on all delivery orders, line items corresponding to the order of GROUPE MELOCHE INC. All certificates requested are due upon delivery of the order. The supplier shall not exceed or reduce the quantity ordered without the authorization of GROUPE MELOCHE INC. and/or without having an amended purchase order.
7. **IMPORTATION:** The supplier shall indicate, on all documentation related to importation (e.g. delivery order, commercial invoices, B13A and NAFTA, if any), a complete description (and not the supplier's product code) with the supplier's HS number. The supplier shall also provide its valid tax number.
8. **BILLING:** GROUPE MELOCHE INC. hereby refuses all invoices on which the prices do not correspond to those on its purchase order. The supplier shall correct any such invoice.
9. **INSPECTION:** All goods and/or services are subject to inspection by GROUPE MELOCHE INC., at all reasonable times, including an inspection at the time of manufacturing of any goods. Any inspection or approval of goods and/or services by GROUPE MELOCHE INC. in no way limits its rights to refuse goods and/or services on the grounds of a defect discovered in a later inspection. All goods and/or services refused by GROUPE MELOCHE INC. shall be promptly repaired and/or replaced at the supplier's cost. The supplier shall bear all costs incurred by GROUPE MELOCHE INC. with respect to the return of refused goods and repairing any defect.
10. **NONCONFORMING PRODUCT:** The supplier shall notify GROUPE MELOCHE INC. of nonconforming product and shall obtain approval from GROUPE MELOCHE INC. for said nonconforming product disposition.

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11. **MODIFICATIONS:** After approval of the supplier's FAI by GROUPE MELOCHE INC. (or its written waiver thereof), the supplier undertakes not to modify in any way to its manufacturing process without the prior agreement of GROUPE MELOCHE INC.
12. **ACCESS RIGHTS:** The supplier authorizes GROUPE MELOCHE INC., its client and regulatory authorities to access the supplier's production sites and any information regarding the registration of the orders to which the purchase order relates, the whole with the assistance of one or more of the supplier's staff members. The supplier undertakes not to destroy any registrations regarding the order for a minimal period of 10 years without the prior consent of GROUPE MELOCHE INC. The supplier authorizes GROUPE MELOCHE INC., its client and regulatory authorities to verify, on the supplier's site, that any sub-contracted products comply with the designated specifications and/or that the system is implemented in compliance with the ISO 9001, AS9100 and Nadcap international standards.
13. **AMENDMENTS:** GROUPE MELOCHE INC. may, at any time, amend this order, its plans and specifications with respect to the preparation of materials, goods and/or services. The supplier shall implement any such amendments promptly. Any necessary changes in the price or timetable resulting from any such amendment shall be made equitably by GROUPE MELOCHE INC. Any amendment hereto shall be made in writing and accepted by an authorized representative of GROUPE MELOCHE INC.
14. **WARRANTY:** The supplier warrants that the goods and/or services comply with all specifications, drawings, samples or other descriptions provided or adopted by GROUPE MELOCHE INC., that they are manufactured with approved quality materials, by qualified labour, that they are free of defects, that they are new and unused and that they are free of any rights, privileges or security. The supplier warrants that these goods are free of any design defect and that they are appropriate for the intended use of GROUPE MELOCHE INC. The approval of GROUPE MELOCHE INC. of any models supplied by the supplier in no way discharges the supplier from its obligations under this warranty. The inspection, trial or use of the goods in no way affects this warranty. The supplier shall, at the request of GROUPE MELOCHE INC., provide certificates of compliance regarding compliance with any specification or certified analysis. The supplier shall replace, at its own cost, any defective goods.

This warranty shall remain in effect throughout the normal life of the goods and/or services. The supplier shall assume all costs with respect to the return of goods to the supplier due to breach of warranty and assumes all risk of loss or damage to goods in transit. This warranty is for the benefit of GROUPE MELOCHE INC., its successors, assigns, clients and users of its products.

This supplier warranty in favour of GROUPE MELOCHE INC. is in addition to any warranty to which the supplier is held by law.

15. **INTELLECTUAL PROPERTY:** The supplier warrants that the use or sale of the goods/or services in the form, state and condition in which they are delivered hereunder does not constitute a violation of any US, Canadian or foreign patent, trademark or copyright, either with respect to the goods or their method of manufacture or to the services.
16. **INDEMNIFICATION:** The supplier shall hold harmless and indemnify GROUPE MELOCHE INC. against any loss, damage, claim, injury, death, liability, cost, expense (including attorney's fees) and any cause of action whatsoever with respect to any act or omission by the supplier, its employees, agents, affiliated companies, sub-contractors, officers, shareholders, directors or any other person for whom it is legally responsible.

The supplier shall hold a civil liability insurance policy and a general insurance policy for amounts sufficient to protect GROUPE MELOCHE INC. against any risk mentioned above. Upon request of GROUPE MELOCHE INC., the supplier shall provide proof of such coverage.

17. **DAMAGES:** If the supplier does not comply with its obligations hereunder, GROUPE MELOCHE INC. is entitled to the reimbursement of all damages resulting, directly or indirectly, from the execution, non-execution, non-compliance with an obligation, fault, error, omission or negligence of the supplier, its employees, agents, affiliated companies, sub-contractors, officers, shareholders, directors or any other person for whom it is legally responsible.
18. **COMPENSATION:** GROUPE MELOCHE INC. may claim compensation with respect to any amount that may be owing to GROUPE MELOCHE INC. upon prior notice to the supplier.
19. **NON-WAIVER:** A party's silence, its negligence or its delay in exercising a right or a recourse to which it is entitled hereunder does not constitute a waiver by that party of its rights and obligations.

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20. **FORCE MAJEURE:** If the supplier cannot execute its obligations hereunder due to force majeure, those obligations are suspended for the duration of the force majeure, provided that GROUPE MELOCHE INC. may, at its option, cancel this order or any other order, in whole or in part, or immediately seek an alternative source of supply without being in default hereof. Any purchase made under these conditions is included in any undertakings of GROUPE MELOCHE INC. with respect to volume.
21. **HEALTH AND SAFETY:** The supplier represents that it is and shall remain at all times in compliance with all applicable health and safety laws and any security standards required by GROUPE MELOCHE INC. failing which GROUPE MELOCHE INC. may resiliate this agreement.

In the event that any employee of the supplier or of a sub-contractor fails to comply with the obligations hereunder, GROUPE MELOCHE INC. may, after a preliminary oral notice to that effect given to that employee and a written notice to the supplier, remove that employee upon his or her second violation hereof. In the case of serious fault, expulsion may be immediate and without notice.

22. **ENVIRONMENT:** The supplier is entirely responsible for any dangerous materials or materials whose use produces dangerous residue or waste, which the supplier brings onto the site of GROUPE MELOCHE INC. to execute any work. The supplier shall take all necessary precautions in order to ensure that the handling of these materials on the site of GROUPE MELOCHE INC. is done in compliance with all applicable laws and regulations.

In the event that any employee of the supplier or of a sub-contractor fails to comply with the obligations hereunder, GROUPE MELOCHE INC. may, after a preliminary oral notice to that effect given to that employee and a written notice to the supplier, remove that employee upon his or her second violation hereof. In the case of serious fault, expulsion may be immediate and without notice.

23. **ENTIRE AGREEMENT:** Other than blueprints and estimates, this agreement constitutes the entire agreement between the parties and supersedes any other prior or concomitant document or verbal promise or agreement.
24. **AMENDMENT:** No amendment hereto is effective unless made in writing and duly signed by an authorized representative of GROUPE MELOCHE INC.
25. **ASSIGNMENT:** The supplier shall not assign its rights and obligations hereunder without the prior written consent of GROUPE MELOCHE INC.
26. **NOTICE:** Any notice required hereunder shall be made by e-mail or registered mail with proof of receipt to the address indicated for GROUPE MELOCHE INC.
27. **APPLICABLE LAW:** This agreement, its interpretation, execution, application, validity and effects are governed by the laws of Québec and the laws of Canada applicable therein.
28. **COMPLIANCE WITH LAW:** The supplier represents and warrants that all goods sold and/or services provided hereunder are manufactured, produced and sold in compliance with applicable laws and regulations. The supplier shall hold harmless and indemnify GROUPE MELOCHE INC. against any loss, cost or damage resulting from any real or alleged breach of those laws and regulations.
29. **JUDICIAL DISTRICT:** The parties agree that any claim or judicial proceeding for any reason whatsoever with respect to this agreement shall be subject to the exclusive jurisdiction of the courts of the judicial district of Montréal, Québec, Canada as the appropriate forum for the hearing of any such claim or judicial proceeding.
30. **SEVERABILITY:** If any provision of this agreement is determined to be invalid, illegal or unenforceable, all other provisions will remain in full force and effect.
31. **TERMINATION FOR OBSTRUCTION :** GROUPE MELOCHE INC. May cancel this order in whole or in part, without liability to the supplier, if the supplier fails to comply with any terms and conditions contained herein.
32. **TERMINATION:** In addition to any other right GROUPE MELOCHE INC. may have to resiliate this agreement, GROUPE MELOCHE INC. may, at its entire discretion and for cause, resiliate this agreement, in whole or in part, upon written notice to the

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supplier. If in the case of such a resiliation, the supplier is not in breach of this agreement, GROUPE MELOCHE INC. shall pay to the supplier the amounts due hereunder, subject to the production of supporting documents.

33. **CONFIDENTIALITY:** The supplier's acceptance of this order constitutes an acknowledgement that it has reviewed and accepted the terms hereof and the confidentiality agreement of GROUPE MELOCHE INC.
34. **APPLICATION:** The purchase order binds the parties as well as their legal representatives, assigns and successors.