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These terms and conditions apply to all purchase orders for all Business Units.

1. ACCEPTANCE: Unless otherwise provided herein, the written acceptance by Seller of the Purchase Order or the commencement of any work or the performance of any service hereunder by Seller, shall constitute acceptance by Seller of this Purchase Order and of all terms and conditions, and such acceptance is expressly limited to such terms and conditions. Any terms and conditions which may be contained in Seller's own form of acceptance of this Purchase Order or indicated by the Seller in its quotation or otherwise (whether oral, typed, written or printed) shall be deemed to be null and void. No change in any of the terms and conditions set forth on the face or reverse side of this purchase order is binding upon *ENWIN* or W.U.C. unless an authorized officer of *ENWIN* OR W.U.C. has agreed, in writing to such change.

2. PACKING, MARKING, AND DELIVERY: Unless otherwise provided herein, Seller, for the price stated in this Purchase Order, shall (i) pack and mark the goods covered by this Purchase Order to be shipped so as to secure the lowest transportation rates, meet carrier requirements and assure arrival at "ship to" point free of damage and deterioration, (i) be responsible for the goods until delivered at the designated (F.O.B.) delivery point, regardless of point of inspection, (iii) properly mark each package with *ENWIN* or W.U.C.'s order number, location, plant and consecutively number each package where multiple packages comprise a single shipment, (iv) show the order # and package numbers on packing slips, bills of lading and invoices, (v) assure that packing slips accompany each shipment and , unless otherwise provided herein (vi) the price stated in this Purchase Order shall include all charges and expenses with respect to containers, packing and crating, and for transportation to F.O.B. point and no charges shall be made by Seller for drayage or storage and (vii) all containers, packing and crating material shall become the property of *ENWIN* or W.U.C. Seller shall process shipping documents and route shipment from F.O.B. point as directed by *ENWIN* or W.U.C.

3. PREMIUM SHIPMENTS: Subject to the provisions of paragraphs 4 and 5 hereunder, if, because of failure of Seller to meet the delivery requirements of this Purchase Order, *ENWIN* or W.U.C. finds it necessary to require shipment of any of the goods covered by this Purchase Order by a method of transportation other than the method originally specified by *ENWIN* or W.U.C., Seller shall reimburse *ENWIN* or W.U.C. the amount, if any, by which the cost of more expeditious method of transportation exceeds the cost of the method of transportation originally specified unless such failure is due to causes beyond the control and without the fault or negligence of the Seller.

4. WARRANTY-GENERAL: Seller warrants that the goods or services will (i) comply with all specifications, drawings, descriptions or samples furnished and/or specified by *ENWIN* or W.U.C., (ii) be merchantable, and (iii) be free from defects in material and workmanship. Seller further warrants that all goods not designed by *ENWIN* or W.U.C. will be fit and sufficient for the purpose intended. Seller further warrants that on delivery, *ENWIN* or W.U.C. will receive good title to the goods and services free and clear of all liens and encumbrances and that all goods and services will be free from any actual or claimed patent, copyright or trademark infringement. These warranties are in addition to any warranties implied by law or otherwise made by Seller and will survive acceptance and payment by *ENWIN* or W.U.C.



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5. WARRANTY-PRICE: Seller warrants that the prices for the articles sold to *ENWIN* or W.U.C. hereunder are no less favourable than Seller currently extends to any other customer for the same or similar goods or services in similar quantities. If Seller reduces its prices to others during the term of this order for such goods or services, Seller will reduce the prices to *ENWIN* or W.U.C. for such goods or services correspondingly. Seller warrants that the prices shown on this order are complete and that no additional charges of any type will be added without *ENWIN* or W.U.C.'s express written consent.

6. DEFAULT: If (i) Seller shall become insolvent, call a meeting of its creditors or make any assignment for the benefit of creditors, (ii) a bankruptcy, insolvency, reorganization or arrangement proceeding should be commenced by or against Seller, (iii) Seller's liabilities should exceed its assets, (iv) Seller should be unable to pay its debts as they mature, (v) Seller should fail to supply adequate assurances of due performance of this Purchase Order within (10) days after written request by *ENWIN* or W.U.C. for such assurances, or (vi) any financial or other circumstances should exist which, in the option of *ENWIN* or W.U.C. would prevent or delay the due performance by Seller under this Purchase Order, *ENWIN* or W.U.C. may at its option, declare Seller in default under this Purchase Order. In such event, or if Seller otherwise defaults in performing any of its obligations to *ENWIN* or W.U.C. or breaches any warranty to *ENWIN* or W.U.C. pursuant to this Purchase Order, *ENWIN* or W.U.C. may, at its option, and without incurring any liability thereunder cancel and terminate all or any part of this Purchase Order, as well as all or any part of any other agreements between *ENWIN* or W.U.C. and Seller. In addition, *ENWIN* or W.U.C. shall have the right to recover all damages sustained by it, indirectly or consequentially, as a result of any such default or breach (including, but not limited to, any cost arising out of or relating or incidental to the use or sale by *ENWIN* or W.U.C. of any goods furnished by Seller which are not in conformity with the warranties of Seller furnished by Seller which are not in conformity with the warranties of Seller pursuant to this Purchase Order, such as for example cost of wasted labour or materials expended by *ENWIN* or W.U.C., costs of consumer warranty claims or costs pursuant to Government orders or regulations).

7. REMEDIES: The individual rights and remedies reserved herein shall be cumulative and additional to any other or further remedies provided in Law or equity or in this Purchase Order. No waiver of any breach of any Provision of this Purchase Order shall constitute a waiver of any other breach or of such provision

8. MODIFICATION OF PURCHASE ORDER AND NON- ASSIGNMENT: This Purchase Order, together with any written instructions issued hereunder, contains the complete and final agreement between *ENWIN* or W.U.C. and Seller, and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon *ENWIN* or W.U.C. unless otherwise agreed to by an authorized representative of *ENWIN* or W.U.C. in writing or subsequent to this Purchase Order, Seller shall not delegate in any manner to any other person the performance of any work or the supplying of any services under this Purchase Order. Seller may assign monies due and to become due under this Purchase Order, provided, however, that *ENWIN* or W.U.C. shall be entitled to assert against the assignee thereof all rights, claims and defenses of every type (including, without limitation rights of setoff, recoupment and counterclaim) which *ENWIN* or W.U.C. could assert against Seller whether acquired prior to or subsequent to such assignment



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9. FREIGHT RATES, CUSTOM DUTIES, IMPORT TAXES, GOODS AND SERVICES TAXES AND SALES TAXES: Any reduction in Seller's costs resulting from a reduction in freight rates, custom duties, import taxes excise taxes, goods and services taxes and/or sales taxes from those in force on the date hereof, shall be paid to *ENWIN* or W.U.C. by Seller in reduction of the price of the goods ordered herein.

10: APPLICABLE LAW: This Purchase Order shall be construed and governed according to the laws of the Province of Ontario, Canada and at the option of the purchaser, the Courts of the said Province shall have the sole and exclusive jurisdiction to entertain any action in connection herewith if such option shall not be exercised, *ENWIN* or W.U.C. shall have the right to select any court having jurisdiction over the Seller to entertain any action in connection herewith.

11. CHANGES: *ENWIN* or W.U.C. may at any time, by order, make changes in (i) the drawings, designs or specifications applicable to the goods and/or services covered by this Purchase Order; (ii) the method of packing or shipment and/or (iii) the place of delivery. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part the work under this Purchase Order, whether changed or not changed by any such order, an equitable adjustment shall be made in the order price, or the delivery schedule, or both. Any claim by Seller for adjustment under this paragraph must be asserted within thirty days (30) from the date of receipt by Seller of the notification of change. *ENWIN* or W.U.C. will have the right to check all claims hereunder at any reasonable time or times by inspecting and auditing the records, facilities, work or materials of the Seller relating thereto Where the cost of property made obsolete or excess by a change is either incorrect in Seller's claim for adjustments or setoff against a claim for adjustment by *ENWIN* or W.U.C., *ENWIN* or W.U.C. shall have the right to prescribe the manner of disposition of such property, and the proceeds therefrom shall be paid to *ENWIN* or W.U.C. Nothing in this paragraph shall excuse Seller from proceeding with the order as changed

12. TITLE: Unless otherwise provided herein, Seller warrants that if will deliver good marketable title to the goods covered herein free and clear of any and all liens, claims, encumbrances and interests of any other person, firm or corporation including without limitation, Seller's subcontractors and suppliers. Unless Seller is otherwise specifically advised by *ENWIN* or W.U.C., in writing, the goods will remain at Seller's risk and peril until they are in the actual physical possession of *ENWIN* or W.U.C.

13. TIME OF ESSENCE: Delivery of goods and/or performance of services at the time or time specified herein is of the essence of this Purchase Order.

14. CONFIDENTIAL INFORMATION: The contents of this Purchase Order and all related commercial and technical information will be kept secret and confidential by the Seller and will not be divulged by Seller to any other person, firm or corporation including the employees of Seller who are not engaged in connection with this Purchase Order.