Niedner Inc. Terms and Conditions

Acceptance of Terms and Conditions

All Suppliers must accept these purchase order terms and conditions to supply goods or services to Niedner Inc. By accepting these terms and conditions, the Supplier acknowledges that it has read, understood and accepted all the provisions set out herein.

Orders

All orders placed with the Supplier must be processed in accordance with the instructions provided in the notes/details section of the purchase order and within the agreed time limit. The Supplier must confirm each order within a specified time and inform the purchaser immediately of any problems or potential delays.

Prices and Terms of Payment

Prices for goods or services supplied by the Supplier shall be competitive, fair and in accordance with the agreed terms. Payment terms, including any discounts, are negotiated on a case-by-case basis and must be respected by the Supplier.

Quality and Conformity

The Supplier undertakes to supply high quality goods or services conforming to agreed specifications, standards and requirements. Any deviation from these specifications must be reported to the Buyer prior to delivery, and corrective action taken promptly. A request for deviation may be submitted and must be approved by Niedner Inc. prior to shipment of goods.

Delivery and Logistics

The Supplier is responsible for the packaging, labeling and delivery of the goods in accordance with the Buyer's instructions found in the "shipping terms" section of the purchase order. The Buyer must be notified of any delays or delivery problems as soon as possible, and the Supplier must cooperate to find a satisfactory solution.

Intellectual Property Rights

Any intellectual property rights existing on goods supplied by the Supplier remains its exclusive property. The Supplier warrants that it has all rights necessary to provide the goods or services and will indemnify the Buyer against any infringement of intellectual property rights.

Confidentiality

All confidential information exchanged between the parties in connection with the purchase shall be treated as confidential and may not be disclosed to third parties without prior written consent of the purchaser. Niedner Inc. may require certain of its Suppliers to sign a "confidentiality agreement" to supplement the rules in this section.

Force Majeure

If the Supplier is unable to perform its obligations hereunder due to force majeure, performance of its obligations shall be suspended for the period during which such force majeure lasts. However, Niedner Inc. may, at its option, cancel any applicable order, in whole or in part, or immediately seek alternative sources of supply without being in default hereunder. Any purchases made under such conditions shall be included in Niedner Inc.'s volume commitments, if any.

Liability and Insurance

Supplier shall be responsible for any loss, damage, injury or liability arising from its goods or services. Supplier shall maintain adequate insurance to cover such risks and shall provide proof of insurance to Buyer if required.

Damages

If the Supplier fails to perform its obligations hereunder, Niedner Inc. may claim from the Supplier all damages resulting directly or indirectly from the performance, non-performance or non-observance of any obligation, fault, error, omission or negligence of the Supplier, its servants, agents, affiliates, subcontractors, officers, shareholders, officers, directors or any person for whom it is legally responsible.

Indemnification:

The Supplier agrees to indemnify and hold Niedner Inc. harmless from and against all damages, losses, claims, injuries, deaths, liabilities, costs, expenses (Including attorney fees) and causes of action in connection with any act or omission of the Supplier, its servants, agents, affiliates, subcontractors, officers, shareholders, directors or any person for whom it is legally responsible. Supplier declares that it holds a public liability insurance policy and a property and casualty insurance policy for a minimum amount of two million Canadian dollars or higher deemed sufficient to protect Niedner Inc. against any of the aforementioned risks. Upon Niedner Inc.'s request, Supplier agrees to provide Niedner Inc. with such proof.

Termination

Buyer reserves the right to terminate any purchase agreement with Supplier in the event of breach of the terms and conditions or in the event of non-compliance of contractual obligations. Termination does not release the Supplier from its financial obligations to the purchaser.

Applicable law and dispute resolution

This contract, its interpretation, performance, application, validity and effects are subject to the applicable laws in force in the Province of Quebec and Canada.

Judicial District:

The parties agree, for any claim or suit on any grounds whatsoever, relating to the contract, to select the judicial district of St-François, Province of Quebec, Canada, as the proper place for the hearing of said claims or suits to the exclusion of any other judicial district which may have jurisdiction over such litigation as prescribed by law.

Application

The purchase order binds parties hereto as well as their legal representatives, assignees, successors and assigns.