

MMIST Standard Terms and Conditions for Purchase Orders

MMIST Inc.

QLTY-POC_1 Revision B

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Terms:

“Supplier” – The recipient of this Purchase Order.

“MMIST” – The buyer of goods/services outlined in this Purchase Order

Conditions:

1. The Purchase Authority for the Supplier at MMIST is specified on the Purchase Order. Any questions, communications (regarding problems or other information related to the order) must always be directed to the MMIST Purchase Authority. The Supplier is not to accept any changes to this order unless authorized in writing by the MMIST Purchase Authority.
2. The provisions outlined herein are applicable to the issuance and transmission of purchase orders between MMIST and Suppliers. These provisions shall control and apply to all purchase orders unless both parties (MMIST and Supplier) agree to a separate written contract or overriding agreement, which establishes a superseding set of terms and conditions of purchase and sale, applicable to the products and/or services ordered.
3. Purchasing Terms and Conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch/delivery note, which are inconsistent with these terms and conditions, or which purport to add to or vary them in any way, shall NOT have any affect unless expressly accepted by the MMIST Purchase Authority in writing.
 - 3.1 Upon acceptance of the Purchase Order, the Supplier shall disclose any technical or performance claims in their publicly available marketing and technical information, which the Supplier does not intend to comply with, for written acceptance by the MMIST Purchase Authority. Should the MMIST Purchase Authority not accept the disclosure, the purchase order shall be null and void.
4. The Supplier shall not assign, transfer, charge, subcontract the work or any portion thereof without prior written consent of MMIST.
5. The Supplier shall comply with all statutes, order, regulations or by-laws to the performance of this contract and shall indemnify MMIST against all losses, claims or liabilities, expenses, proceedings or otherwise as a result of the Supplier’s non-compliance with the same.

6. The Supplier shall keep confidential all information, drawings, specifications and/or data furnished by MMIST or prepared by Supplier in connection with completion of this order and shall not divulge or use such information, drawings, specification and/or data to or for the benefit of any other party.
7. The Supplier, by acceptance of this order accepts all the terms and conditions hereof. Acceptance of this order shall take place either through a document outlining order acknowledgement or by performing any part of the purchase order. Modifications, alterations or additions to these terms and conditions must be written and approved by MMIST.
8. The Supplier must ensure that the goods and/services shall:
 - 8.1 Correspond with the quantity, type, sort, quality and description set out in the purchase order
 - 8.2 Meet the performance standards and dates specified on the purchase order or notified to the Supplier by MMIST. Acceptable on-time delivery criteria are *five days late and up to five business days early*.
 - 8.3 Be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by MMIST.
 - 8.4 Where applicable be free from defects in design, materials and workmanship;
 - 8.5 Comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of goods.
9. Shipping charges and arrangements will be negotiated with the supplier.
10. If products described in this Purchase Order are to be manufactured to design or technical data furnished by MMIST, the Supplier shall not, without the prior written consent of MMIST, manufacture such goods except upon order of MMIST.
11. All goods are subject to inspection by MMIST. If the goods do not comply with the MMIST purchase order and/or instructions, MMIST is entitled at its option to:
 - 11.1 return the goods at the risk of the Supplier;
 - 11.2 reject the goods and/or services;
 - 11.3 require the Supplier to perform the services again and/or
 - 11.4 accept the whole or part of the goods provided by the Supplierwithout prejudice to any rights of MMIST to claim compensation or damages for loss or damages as a result of failure to comply.

12. All work performed by Supplier shall be performed entirely at the risk of the Supplier and the Supplier shall indemnify and hold harmless MMIST and all its representatives from and against any and all loss, damage, liability and any cost associated with any thereof on account of any all damage to or loss, destruction of property, injury or death of any person.
13. This order shall be governed in all respects by the laws of Canada and the province of Ontario. In the event, that any court of competent jurisdiction or any regulatory agency having such jurisdiction determine that any provision herein contained is either unlawful or unenforceable and therefore invalid, such determination shall not affect any other term or condition herein set forth.
14. Termination for Convenience.
 - (a) MMIST may terminate all or part of this order for its convenience at any time by a MMIST Authorised Representative providing written notice of termination specifying the extent of termination and the effective date to the Supplier.
 - (b) In the event of such termination, unless specified by MMIST, Supplier and subcontractors shall immediately stop all work hereunder. Subject to the terms of this order, Supplier shall be paid a percentage of the order price reflecting the percentage of the Work performed prior to the effective date of termination, plus reasonable charges that Supplier can demonstrate to the satisfaction of MMIST using its standard record keeping system have resulted from the termination. Supplier shall submit its termination claim within 45 days from the effective date of the termination. Supplier shall not be paid for any work performed or costs incurred that reasonably could have been avoided. In no event shall MMIST be liable for lost or anticipated profits, indirect costs or overhead, or any amount in excess of the order price. The Supplier shall continue all work not terminated.