



# TERMS AND CONDITIONS

The term "product", when used in these Terms and Conditions means any materials, components and/or services supplied to BC Instruments.

## 1. Purchase Order Constitutes Complete Agreement

The Terms and Conditions apply to all transactions with BC Instruments except to the extent that there are written terms provided by BC Instruments to the Seller, which are contrary.

## 2. Applicable Law

The laws of the Province of Ontario govern the agreement arising from this order.

## 3. Price

All orders must not be invoiced at prices higher than quoted. Where no price is given, the last quoted price shall be used. A 30 day notice is required for any price increase.

## 4. Quality and Inspection

BCI, any of its customers' representatives or other parties authorized by the purchaser shall have the "right of access" to your premises & sub-tier premises for the review & verification of documentation, records and quality requirements. When applicable, the Quality level required will be specified on the individual purchase orders issued by BC Instruments. All non-conformances and changes to the manufacturing facility location, processes or suppliers shall be reported to the BCI Buyer. The procurement documents shall require the supplier to incorporate appropriate quality assurance program requirements in sub-tier procurement documents. For NCA 3800 QA programs, the history file/docket shall be kept for a minimum of 30 years. For AS9100 QA Programs records shall be retained for a minimum of 15 years. All other records shall be retained for 5 years minimum.

## 5. Terms of Payment

Terms of payment will be Net 40 days from receipt of invoice, unless otherwise agreed to in writing. All invoices must itemize freight, taxes and product separately. BC Instruments reserves the right to withhold payment if an invoice does not have a valid purchase order number.

## 6. Title and Delivery of Goods

Terms of Sale will be Delivered, Duty Paid (DDP), (Incoterms 1990), to the designated destination specified in the Purchase Order.

## 7. BC Instruments' Property

All material including tools and drawings furnished or specifically paid for by BC instruments shall be the property of BC Instruments, subject to removal at any time without additional cost upon demand by BC Instruments, shall be used only in filling orders from BC instruments, shall be kept separate from other materials or tools and shall be clearly identified as the property of BC Instruments. Seller assumes all liability for loss or damage, with exception of normal wear and tear and agrees to supply detailed statements of inventory upon request of BC Instruments.

## 8. Insurance

If this order includes services or work to be performed on BC Instruments premises, Seller agrees to indemnify BC Instruments from all loss or damage arising out of such work, to work in compliance with BC Instruments Health, safety and environmental standards, and at BC Instruments request, provide evidence of insurance levels satisfactory to BC Instruments.

## 9. Identification

Each item shipped must be clearly marked or tagged with Part Number, Description and Purchase Order Number.

## 10. Deliveries

BC Instruments production schedules are based upon Seller's agreement to deliver Product by the date agreed upon in the Purchase Order. Failure to meet delivery dates is an essential breach of this contract. The seller shall notify BCI if the agreed upon delivery date will not be met. BC Instruments reserves the right to cancel the order, in whole or in part, should the Seller fail to meet the agreed upon delivery dates.

## 11. Changes

Make no substitutions or changes without prior written approval from BC Instruments.



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### 12. Termination

BC Instruments may terminate this order, in whole or in part, if Seller is in default of its obligation hereunder. Cancellation does not preclude BC Instruments from any other legal rights under this contract or at law.

### 13. End Customer Requirements

The supplier shall ensure compliance to the latest revision of BCI's customer and end user Quality System Requirements/Quality Assurance Provisions/Supplier Quality Requirements. The supplier shall access the related information via the designated company's website or contact the company representative that services the supplier's organization.

### 14. Confidentiality

BCI purchase orders may contain privileged, confidential or proprietary information. Any unauthorized disclosure, use, copying or distribution is strictly prohibited, please promptly delete from your system when specific transaction is complete.

### 15. Counterfeit, Fraudulent or Substandard items

All products, components and services procured by BC Instruments shall be original and in compliance with purchase order requirements. Counterfeit, fraudulent or substandard items. (CFSI) is defined as a counterfeit or suspect that is a copy or substitute without legal right or authority to do so. The item is knowingly misrepresented by the manufacturer, supplier or distributor.