

LOWE'S COMPANIES CANADA, ULC.

PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE. This order may be accepted by prompt shipment of conforming goods. The Vendor's power of acceptance is expressly limited to acceptance of the terms and conditions of purchase stated herein.

2. INVOICES AND PACKING SLIPS. Invoice must be mailed with bill of lading or express receipt immediately after each shipment. Packing slip must accompany each shipment.

3. QUALITY AND INSPECTION. Lowe's reserves the right to inspect all shipments after delivery to Lowe's and to reject any material(s) which may be defective or not in accordance with specifications as to quality or performance, or which does/do not otherwise conform to this Purchase Order.

4. PATENTS, TRADEMARKS AND COPYRIGHTS. Vendor warrants that there has been no violation of copyrights, of trademarks or of patent rights in manufacturing, producing, or selling the goods shipped or ordered and Vendor agrees to hold Lowe's harmless from any and all liability, loss, or expense occasioned by any violation.

5. NON PERFORMANCE. Time is of the essence of this order. Lowe's reserves the right to cancel this order or any portion thereof if delivery or performance is not made within the specified time.

6. PRICE. Except with Lowe's prior written agreement, this order must not be shipped or invoiced at prices higher than those shown herein.

7. EMPLOYMENT STANDARDS. Vendor attest on all invoices submitted in connection with this order that the goods covered by the invoice were produced in compliance with the requirements applicable employment standards legislation.

8. SHIPPING INFORMATION. Vendor shall notify Lowe's at once if any shipments against the order will be made in the name of another manufacturer or distributor.

9. WARRANTIES. Vendor expressly warrants that all goods furnished hereunder will conform to all specifications furnished and are fit and sufficient for the purpose intended, are merchantable, are of good material and workmanship and are free from defects. Vendor agrees to indemnify, defend and hold harmless, Lowe's, employees and customers against any and all claims, demands and suits which may be brought against them or any of them alleging personal injury, property damage or other damage which is incident to or grows out of Vendor's failure to comply with all applicable laws, rules, regulations or orders or which results directly or indirectly from Vendor's acts or omissions in the manufacture, sale or delivery of the goods purchased hereunder or from defects in workmanship or materials or failure of Vendor to comply with specifications of goods.

10. All merchandise shipped hereunder will be at Vendor's risk until Lowe's actually takes delivery and possession of the merchandise and Lowe's assumes no liability for loss or damage occurring prior to taking actual delivery and possession of the merchandise.

11. On all invoices subject to discount, the discount period will be calculated from date the correct invoice is received in this office or from date of delivery of shipment at destination, whichever is later.

12. Vendor acknowledges and confirms that by acceptance of this Purchase Order (i) the Vendor shall provide the goods in accordance with and be subject to the terms and conditions contained herein, and (ii) the binding commitment created thereby shall be governed by the laws of the Province of Ontario