

## Purchase Order Terms and Conditions

**Acceptance.** Acceptance by the Supplier of the purchase order accompanying these terms and conditions are limited to the terms and conditions set out on the face and back of such purchase order and those set out in this document. Any proposal for additional or different terms or conditions or any attempt by the Supplier to vary, in any degree, any of the terms or conditions of this offer in the Supplier's acceptance shall not operate as a rejection of this offer unless variance is in the terms of the description, quantity, price, or delivery schedule of the goods, but shall be deemed a material alternation hereof, and this offer shall be deemed accepted by the Supplier without said additional or different terms.

**Cancellation/Termination.** Bank of America, N.A., Canada Branch reserves the right to terminate this contract at any time for its convenience. In such event, the Supplier shall immediately stop all work and observe any instructions from Bank of America, N.A., Canada Branch as to work in process. The Supplier shall be paid an equitable adjustment for work already performed. Bank of America, N.A., Canada Branch may also terminate this contract at any time for cause if the Supplier defaults in the performance of any of its obligations. In such event, Bank of America, N.A., Canada Branch shall not be liable to the Supplier for any amounts, and the Supplier shall be liable for, and shall hold Bank of America, N.A., Canada Branch harmless from, any damages occasioned by the Supplier's breach or default.

**Supplier Warranties.** The Supplier shall comply with all applicable federal, provincial and local laws, rules, regulations and orders pertaining to the production and sale of the goods or performance of the services ordered, including those governing the transacting of business with banks. The Supplier warrants that all goods or services furnished hereunder shall be merchantable, and free from defects in workmanship and material. The Supplier shall indemnify and hold Bank of America, N.A., Canada Branch harmless from any breach of this warranty. The Supplier shall extend all warranties it receives from its vendors to Bank of America, N.A., Canada Branch, and the Supplier's warranty shall extend to Bank of America, N.A., Canada Branch Customers. The Supplier agrees to hold Bank of America, N.A., Canada Branch harmless from any patent or similar proceedings which are based on products sold by the Supplier hereunder. The Supplier shall defend any such suits at its own expense. This warranty is in addition to all warranties contained under law. Substitutions will not be accepted. Excess quantities will not be accepted without Bank of America, Canada Branch's prior approval.

**Pricing.** The Supplier warrants that the prices shown on the accompanying purchase order shall be complete, and no additional charges of any type (including shipping, packaging, labeling, taxes, insurance, etc.) shall be added without Bank of America, N.A., Canada Branch's express written consent. The Supplier warrants that the prices quoted on the accompanying purchaser order are the lowest prices at which the products/services described thereon or similar products/services are sold by the Supplier to other customers, and in the event of any price reduction between execution of the accompanying purchase order and delivery of the goods or services, Bank of America, N.A., Canada Branch shall be entitled to such reduction.

**Changes to Purchase Order.** Bank of America, N.A., Canada Branch shall have the right at any time to make changes in the order governed by these terms and conditions and the Supplier agrees to accept such changes. In the event such changes result in additional costs, Bank of America, N.A., Canada Branch shall make an equitable adjustment in the purchase price, provided, however, that such additional costs are itemized by the Supplier within thirty (30) days of the change.

**Insurance.** If the purchase order accompanying these terms and conditions includes work to be performed on Bank of America, N.A., Canada Branch's premises, the Supplier agrees to indemnify and hold Bank of America, N.A., Canada Branch harmless from all loss or damage arising out of such work and to observe the highest safety standards in the performance of such work. In addition, the Supplier agrees to obtain and, for so long as the work is being performed, maintain the following minimum insurance coverages: (A) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 products-completed operations aggregate including coverage for bodily injury, death, property damage, personal injury and infringement of copyright, trademark and software code; (B) Automobile Liability \$1,000,000 each accident; Workers'

Compensation per statutory limits; (C) Employer's Liability \$1,000,000 each accident for bodily injury and \$1,000,000 per employee/aggregate for disease; and (D) excess coverage with respect to the foregoing coverage with a minimum combined single limit of \$5,000,000. The Supplier shall also be responsible for loss of Bank of America, N.A., Canada Branch property and customer property and shall maintain Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of \$5,000,000. The Supplier shall endorse such policy to include a "Client Coverage" or "Joint Payee Coverage" endorsement with Bank of America, N.A., Canada Branch. and their respective subsidiaries and affiliates named as Loss Payee in such Fidelity Bond.

**Marking/Labeling/Packaging.** All packages must be addressed to the ship-to address included on the front of the purchase order. All labels must include the receiver's name, mailstop and purchase order number.

**Force Majeure.** The parties may delay acceptance/delivery occasioned by causes beyond its control. Where Bank of America, N.A., Canada Branch delays acceptance, the Supplier shall hold the goods pending Bank of America, N.A., Canada Branch's direction, and Bank of America, N.A., Canada Branch shall be liable only for direct increased costs incurred by the Supplier by reason of Bank of America, N.A., Canada Branch's instructions.

**Payment.** Payment for the goods or services delivered under the accompanying purchase order shall not be acceptance of such goods or services. Goods or services shall only be deemed accepted when they have actually been counted and inspected by Bank of America, N.A., Canada Branch, and found to be in conformance with the corresponding purchase order. Failure to inspect shall not relieve the Supplier of any of its responsibilities hereunder.

**Miscellaneous.** The Supplier shall consider all information furnished by Bank of America, N.A., Canada Branch to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract. The Supplier shall not advertise or publish the fact that Bank of America, N.A., Canada Branch has contracted to purchase goods or services from the Supplier. The accompanying purchase order and any documents referenced on the face thereof together with these terms and conditions constitute the entire agreement between the parties and can only be modified by a writing signed by both parties. If another agreement(s) exists between Bank of America, N.A., Canada Branch and the Supplier in relation to the subject matter of the accompanying purchase order, the terms of that agreement(s) shall control in cases of inconsistency. No part of the accompanying purchase order (which includes these terms and conditions) may be assigned or subcontracted without the prior written approval of Bank of America, N.A., Canada Branch. Bank of America, N.A., Canada Branch's failure to insist on any right shall not operate as a waiver of any other right. The validity, interpretation and performance of the purchase order and these terms and conditions shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Time is of the essence of this contract.