



PO Terms & Conditions (for Vendors/Suppliers)

These Terms and Conditions ("Terms") apply to all purchase orders ("PO") issued by **Keltour Controls Inc.** or any of its affiliates (hereinafter referred to as "Keltour") to the supplier, vendor, or distributor (hereinafter referred to as "Supplier") for the purchase of goods and/or services. By accepting the PO, Supplier agrees to be bound by the following:

1. ACCEPTANCE AND SCOPE

- Acceptance of this PO constitutes Supplier's agreement to all terms listed herein.
- Any additional or conflicting terms proposed by Supplier are hereby rejected unless agreed to in writing by Keltour.
- Commencement of performance or delivery of goods constitutes acceptance of this PO.

2. PRICING AND PAYMENT

- All prices are **firm and inclusive** of packaging, handling, insurance, and delivery, unless otherwise stated in the PO.
- Payment terms are Net 60 days Unless otherwise agreed in writing based on satisfactory delivery of goods and/or completion of services in accordance with the Purchase Order. Invoices must reference the Keltour PO number and line-item details. Incomplete or incorrect invoices may result in delayed payment.

3. DELIVERY AND TITLE

- Time is of the essence. Deliveries must be made by the dates specified on the PO.
- If delay is anticipated, Supplier must notify Keltour immediately.
- Keltour reserves the right to cancel the PO without liability for late deliveries.
- Title and risk of loss pass to Keltour upon **receipt and acceptance** at the specified delivery location.

4. QUALITY AND INSPECTION

- All goods must meet the specifications, standards, drawings, and requirements provided by Keltour.
- Keltour reserves the right to inspect goods at any time before or after delivery. Rejected goods may be returned at Supplier's expense.
- Supplier agrees to correct, replace, or refund any defective or non-conforming goods or services.

5. WARRANTY

- Supplier warrants that all goods and services are:
 - Free from defects in design, material, and workmanship,
 - In compliance with all applicable specifications, and
 - Fit for their intended purpose.
- The warranty shall remain valid for a minimum of **twelve (12) months from the date of delivery**, or for a longer period if:
 - (a) specified by **Keltour** in writing,



- (b) offered by the **manufacturer**, or
 - (c) **required by applicable law**.
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6. COUNTERFEIT PARTS

- Supplier shall only provide new and authentic goods and components.
 - Counterfeit, refurbished, or suspect items are strictly prohibited.
 - Supplier must maintain traceability to authorized manufacturers and shall provide Certificates of Conformance or Origin upon request.
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7. CHANGES AND CANCELLATION

- Keltour may request changes to scope, quantity, delivery, or specifications at any time. Supplier shall accommodate reasonable changes with appropriate price and timeline adjustments.
 - Keltour may cancel any PO without liability for:
 - Default in delivery or performance,
 - Insolvency or breach,
 - Project scope changes or client cancellations.
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8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- All drawings, data, and specifications provided by Keltour are confidential and shall not be used or disclosed by Supplier for any purpose other than fulfilling this PO.
 - Any custom products developed for Keltour remain the property of Keltour unless otherwise agreed in writing.
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9. COMPLIANCE

- Supplier shall comply with all applicable laws and regulations including but not limited to:
 - Environmental, health and safety standards,
 - Labour and employment laws,
 - Import/export and trade compliance.
 - Upon request, Supplier shall provide declarations of compliance and Certificates of Origin.
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10. INSURANCE AND LIABILITY

- Supplier shall maintain adequate insurance including general liability, product liability, and workers' compensation.
 - Supplier shall indemnify and hold harmless Keltour from any loss, damage, or expense arising from defective goods, late delivery, or non-compliance with this PO.
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11. GOVERNING LAW

- This Purchase Order and any disputes arising under it shall be governed by the laws of the Province of Ontario, Canada.
 - For Purchase Orders issued by Keltour US Inc., the governing law shall be the laws of the State of Florida, USA.
 - Any dispute not resolved amicably shall be subject to the exclusive jurisdiction of the local courts.
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12. MISCELLANEOUS

- **No assignment** of this PO shall be made by Supplier without written consent.



- These Terms constitute the **entire agreement** and supersede any previous communications or agreements.
- If any part of these Terms is found invalid, the remaining provisions shall continue in full force.