

This order is subjected to all terms and conditions stated in the attached legal and vendor instructions information

PO: 125974 Vendor: RAGA TEX INDIA PVT LTD/XXIN

<b>HOMESENSE</b>		DEPT. NO: 49	Import PO Number: 25 125974  DEAL #: D889P0C990			Freight Terms:  P-FOB Port		
VENDOR: RAGA TEX INDIA PVT LTD/XXIN		OC #:		Manufacturing Country:  IND	Country of Origin:  IND	Mode of Transportation:  O-Ocean		
Vendor Contact:	NO: 9H37	Buyer: PRIYA ARORA NO. 889  Master Label: N/A		Certificate of Origin:  N	Cost Currency:  USD	Duty Free:  N		
AGENT Name: NO AGENT INBO	Royalty: 0%	PRE-TICKET INFORMATION		Exiting Country: IND	Exiting Port: TUTICORIN	Exiting State:		
		PRE-TICKET: Y VENDOR NEEDS TICKETS BY: OCT-22-2024		SPECIAL VENDOR INSTRUCTIONS				
PRE-TICKET INSTRUCTIONS: R001130437				R001130437 NO delay pls				
				VENDOR PACK: No	STORE READY (SR): Yes	Total Units: 3300		
Vendor Email: info@ragatex.in, inbo-po@tjx.com, gss@tjx.com								
DEAL CREATE DATE		START SHIP DATE		CANCEL IF NOT RECEIVED AT FREIGHT FORWARDER BY		PAYMENT TERMS		PAYMENT TYPE
SEP-12-2024		NOV-05-2024		NOV-19-2024		Days From Due 60 F		Wire Payment
				Merchandise Manager:			Date:	

IF IRREGULAR NO HOLES, STAINS, BROKEN ZIPPERS OR DAMAGES    IF SAMPLE DATE(S) APPEAR, THIS ORDER IS SUBJECT TO PRE-PRODUCTION & PRODUCTION SAMPLE(S) APPROVAL													
CANDLES MUST HAVE CANDLE BURNING INSTRUCTIONS													
PO: 125974    Vendor: RAGA TEX INDIA PVT LTD/XXIN													
PAGE- LINE	CATG	STYLE	TYPE	UNIT COST	VENDOR STYLE	COLOUR	DETAILED DESCRIPTION		UNITS	VEND PACK	SR PACK	MSTR CTN	PACKS
1-1	5628	185543	6	5.95	RGTX2829		1422MF BEG IVO GREY STRIPS PILLOW		300	0	2	0	150
	Pre Prod Sample:		Prod Sample:		Inspection Required By:	Hang Tags: N	Hang Tags Description:	Sets:	Boxed: N	Fibre Type:	Stuff Artl: N	Ens/Coord: A	
	Ticket Type: T		Ticket Message 1:		Ticket Message 2:		Label: N	Label Desc:	Content:		Quebec Indicator: Quebec Ready		
	Size Ratio: Units/Size:												
1-2	5628	185544	6	6.91	RTC0093		22MF BLUE IVO CHSIN STITCH PILLOW		300	0	2	0	150
	Pre Prod Sample:		Prod Sample:		Inspection Required By:	Hang Tags: N	Hang Tags Description:	Sets:	Boxed: N	Fibre Type:	Stuff Artl: N	Ens/Coord: A	
	Ticket Type: T		Ticket Message 1:		Ticket Message 2:		Label: N	Label Desc:	Content:		Quebec Indicator: Quebec Ready		
	Size Ratio: Units/Size:												
1-3	5628	185548	6	6.91	RGTX2472		22MF GREEN IVO DOBBY PILLOW		300	0	2	0	150
	Pre Prod Sample:		Prod Sample:		Inspection Required By:	Hang Tags: N	Hang Tags Description:	Sets:	Boxed: N	Fibre Type:	Stuff Artl: N	Ens/Coord: B	
	Ticket Type: T		Ticket Message 1:		Ticket Message 2:		Label: N	Label Desc:	Content:		Quebec Indicator: Quebec Ready		
	Size Ratio: Units/Size:												
1-4	5628	185552	6	6.91	RTC0767		22MF BLUE RICE DOTTED STRIPES		300	0	2	0	150

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PAGE-LINE	CATG	STYLE	TYPE	UNIT COST	VENDOR STYLE	COLOUR	DETAILED DESCRIPTION		UNITS	VEND PACK	SR PACK	MSTR CTN	PACKS				
	Pre Prod Sample:		Prod Sample:		Inspection Required By:		Hang Tags: N		Hang Tags Description:		Sets:		Boxed: N	Fibre Type:	Stuff Artl: N	Ens/Coord: B	
	Ticket Type: T		Ticket Message 1:		Ticket Message 2:			Label: N		Label Desc:		Content:		Quebec Indicator: Quebec Ready			
	Size Ratio: Units/Size:																
1-5	4104	185556	6	6.91	RGTX2877		22MF CNTR BLUE RICE DOTTED STRIPES		300	0	2	0	150				
	Pre Prod Sample:		Prod Sample:		Inspection Required By:		Hang Tags: N		Hang Tags Description:		Sets:		Boxed: N	Fibre Type:	Stuff Artl: N	Ens/Coord: B	
	Ticket Type: T		Ticket Message 1:		Ticket Message 2:			Label: N		Label Desc:		Content:		Quebec Indicator: Quebec Ready			
	Size Ratio: Units/Size:																
1-6	5626	185557	6	7.50	RGTX2350		20MF IVORY LEAFE JACQUARD PILLOW		300	0	2	0	150				
	Pre Prod Sample:		Prod Sample:		Inspection Required By:		Hang Tags: N		Hang Tags Description:		Sets:		Boxed: N	Fibre Type:	Stuff Artl: N	Ens/Coord: C	
	Ticket Type: T		Ticket Message 1:		Ticket Message 2:			Label: N		Label Desc:		Content:		Quebec Indicator: Quebec Ready			
	Size Ratio: Units/Size:																
1-7	5626	185560	6	7.50	RTC0771		20MF BGE IVORY LEAFE JACQUARD PILLOW		300	0	2	0	150				
	Pre Prod Sample:		Prod Sample:		Inspection Required By:		Hang Tags: N		Hang Tags Description:		Sets:		Boxed: N	Fibre Type:	Stuff Artl: N	Ens/Coord: C	
	Ticket Type:		Ticket Message 1:		Ticket Message 2:			Label:		Label Desc:		Content:		Quebec Indicator:			
	T							N						Quebec Ready			

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	Size Ratio: Units/Size:												
1-8	5810	185566	6	10.00	RGT0809N		22pF BLACK WHITE DOTTED STRIPE RVRSL		300	0	2	0	150
	Pre Prod Sample:		Prod Sample:		Inspection Required By:	Hang Tags: N	Hang Tags Description:		Sets:	Boxed: N	Fibre Type:	Stuff Artl: N	Ens/Coord:
	Ticket Type: T		Ticket Message 1:		Ticket Message 2:		Label: N		Label Desc:		Content:		Quebec Indicator: Quebec Ready
	Size Ratio: Units/Size:												
1-9	5801	185567	6	10.00	RGT2255N		22PF 2PK BEIGE IVORY THINS STRIPES		300	0	2	0	150
	Pre Prod Sample:		Prod Sample:		Inspection Required By:	Hang Tags: N	Hang Tags Description:		Sets:	Boxed: N	Fibre Type:	Stuff Artl: N	Ens/Coord:
	Ticket Type: T		Ticket Message 1:		Ticket Message 2:		Label: N		Label Desc:		Content:		Quebec Indicator: Quebec Ready
	Size Ratio: Units/Size:												
1-10	5810	185573	6	10.00	RTC0641		22PF GREEN WTH IVO DOBBY STRIPES		300	0	2	0	150
	Pre Prod Sample:		Prod Sample:		Inspection Required By:	Hang Tags: N	Hang Tags Description:		Sets:	Boxed: N	Fibre Type:	Stuff Artl: N	Ens/Coord:
	Ticket Type: T		Ticket Message 1:		Ticket Message 2:		Label: N		Label Desc:		Content:		Quebec Indicator: Quebec Ready
	Size Ratio: Units/Size:												



**IMPORTANT VENDOR INFORMATION  
(INCLUDING PAYMENT & SHIPPING INSTRUCTIONS)**

**NO PARTIAL SHIPMENTS WILL BE ACCEPTED  
NO FACTORY LOADS WITHOUT PRIOR AUTHORIZATION**

The Following Labels must be in English and French and permanently attached:

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- > Country of Origin
- > Fibre Content/Ingredients
- > Care/Usage Instructions
- > CA #07043

**ACCOUNTS PAYABLE**

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- > Invoices must be sent by email to [APInvoices@tjxcanada.ca](mailto:APInvoices@tjxcanada.ca). Please do not submit any other documents to this mailbox.
- > All Invoices must be sent in PDF Format, one invoice per one PDF attachment. Failure to comply, could result in processing and payment delays.
- > Please provide separate invoices for each Purchase Order (PO) Number.
- > All invoices must include the full 8-digit TJX Canada PO Number. Example PO Number: 10-333222
- > All invoices must list the Bill To address: TJX Canada - 60 Standish Court, Mississauga, ON, L5R 0G1
- > All invoices must include invoice currency, Pay To information, and AR contact information (name, phone no. and email address)
- > Payments are in accordance with the terms of this Purchase Order. Vendors may be charged back for not complying with shipping instructions as specified on Purchase Order.
- > For payment inquiries, please e-mail our helpdesk below:
  - For North American Vendors – [apvendorrelations@tjxcanada.ca](mailto:apvendorrelations@tjxcanada.ca)
  - For Overseas/Offshore Vendors – [apvendorrelations\\_wires@tjxcanada.ca](mailto:apvendorrelations_wires@tjxcanada.ca)

**SHIPPING AND ROUTING**

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- > Merchandise for Winners and HomeSense with the same ship dates must be available to ship at the same time.
- > Separate documents are required for each DC designation.
- > All Vendors should be thoroughly familiar with TJX routing guides. Please refer to TJX Logistics website for User Guides, Manuals and Freight Forwarder contacts: [www.tjxlogistics.com](http://www.tjxlogistics.com)

> All merchandise is to be routed through designated freight forwarder in the exiting country. Any inquiries regarding designated freight forwarder please call WMI Logistics Dept. @1-877-290-1971.

#### PRE TICKETING

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Please refer all questions relating to pre-ticketing to our Help Desk

Phone: 905 451 7200 Ext. 5308

E-Mail: [wmi\\_preticketinfo@tjxcanda.ca](mailto:wmi_preticketinfo@tjxcanda.ca)

#### IMPORTANT TICKETING REMINDERS

- > NEVER mix Winners, Marshalls and HomeSense tickets
- > NEVER pack Winners, Marshalls and/or HomeSense merchandise together.
- > NEVER substitute tickets
- > ALWAYS throw away tickets when order is complete
- > For Vendor Centric inquiries email [VendorCentric@tjx.com](mailto:VendorCentric@tjx.com)

#### CUSTOMS

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- > All copies of customs documents can be found on [TJXLOGISTICS.COM](http://TJXLOGISTICS.COM) and must be completed in English.
- > All documents including commercial invoices, packing lists, and commodity specific documents such as certificates, textile declarations, etc, must include the P.O. number, department number and distribution centre prefix. Example: P.O. 20-333445 Dept. 81

#### USA / MEXICO SHIPMENTS

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To receive shipment authorization and routing, Vendor must book on line. Visit [www.TJXLogistics.com](http://www.TJXLogistics.com) for booking portal access. Any inquiries pertaining to booking, routing, Canada customs regulations or documents, call 1-800-333-1510

#### OVERSEAS / OFFSHORE SHIPMENTS

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All shipments must be booked through designated freight forwarder as assigned by TJX Canada.

Refer to TJX Logistics website for User Guides, Manuals, Booking & Shipping Guidelines and Freight Forwarder contacts: [www.tjxlogistics.com](http://www.tjxlogistics.com)

#### DOCUMENTATION

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All documents such as commercial invoices, packing lists and commodity specific documents i.e visas, textile declarations, etc. must include the following details as assigned on the PO:

> Appropriate Distribution Centre Prefix as noted below:

10 for 55 West Drive, Brampton, Ont. L6T 4A1

20 for 3185 American Drive, Mississauga, Ont. L4V 1B8

25 for 3185 American Drive, Mississauga, Ont. L4V 1B8

30 for 8181 Churchill Street, Delta, B.C. V4K 0C2

35 for 8181 Churchill Street, Delta, B.C. V4K 0C2

40 for 292190 Nose Creek Blvd, Rocky View County, AB, T4A 3N7

45 for 292190 Nose Creek Blvd, Rocky View County, AB, T4A 3N7

> Complete P.O. number

> Department Number

> Example: P.O. 20-333444 Dpt. 81

Carton Markings:

Carton markings are required on every carton shipped to TJX.

Carton markings must include:

- Purchase Order Number including Purchase Order Prefix
- Ship To Address and Ship From Address
- Vendor Style Number
- Department Number
- Origin Country

Full Carton marking requirements are available on the TJX Logistics Website [www.tjxlogistics.com](http://www.tjxlogistics.com)



## TERMS AND CONDITIONS

### Purchase Order Terms & Conditions

1. The purchase order (the "Order") includes the terms on the Order form, the terms set forth below, the terms of any Continuation to the Order, Supplement to the Order, Distribution and Routing Instructions to the Order, the WMI Routing Guide, TJX's Vendor Code of Conduct (provided at [www.tjxlogistics.com](http://www.tjxlogistics.com)), the terms of any Letter of Credit issued in connection with this Order (or other payment instrument, including wire transfer requirements), as well as all requirements provided at [www.tjxlogistics.com](http://www.tjxlogistics.com). The Order (as defined above) constitutes the entire agreement between Winners Merchants International L.P. by its general partner WMI-1 Holding Company including all its Canadian affiliates ("Buyer") and the vendor named on the Order form ("Seller") with respect to the Goods referenced on the same (the "Goods") and any other subject matter of this Order. By acceptance of this Order, Seller agrees to comply with the Import Compliance Program and the Vendor Code of Conduct. Seller also agrees to comply with Buyer's Statement of Policy Concerning Gifts, of which Seller acknowledges receipt. Seller agrees to advise its employees of said policies.
  
2. This Order shall not be effective unless confirmed in writing by an authorized employee of Buyer. Any Goods "put in work" or shipped prior to receipt of such written confirmation are at Seller's risk. Time is of the essence with respect to all dates and deadlines set forth in this Order. Seller shall be deemed to accept this Order upon the terms stated herein unless Seller shall give written notice of rejection within seven (7) days of the date of this Order. Upon its acceptance by Seller in accordance with the preceding sentence, this Order and the terms stated herein shall become a binding agreement between Buyer and Seller. If Seller shall accept this Order, but within said seven (7) days offers shipment dates other than those specified by Buyer in this Order or otherwise, Buyer may reject said proposed shipment dates, in whole or in part, by oral or written notice to Seller. To the extent (and only to the extent) said proposed shipment dates are not so rejected, Seller's proposed shipment dates shall become a part of this Order; this Order shall be deemed amended so as to apply only to that portion of the Goods covered by those of Seller's proposed shipment dates that are not rejected by Buyer; and as so amended this Order shall become a binding agreement between Seller and Buyer. Except to the limited extent provided for in the preceding sentence, the terms stated in this Order are the only agreement between Seller and Buyer relating to the Goods; shall not be varied by any additional or inconsistent terms contained in any invoice, confirmation or other material of Seller; and may only be waived or changed by a written agreement signed by an officer of Buyer.

NOTWITHSTANDING ANY LIMITATION TO THE CONTRARY CONTAINED IN ANY PRIOR OR SUBSEQUENT OFFER MADE BY SELLER WITH RESPECT TO ANY OF THE GOODS, ANY ACCEPTANCE OF ANY SUCH OFFER CREATED BY THIS ORDER OR BY ANY PRIOR OR SUBSEQUENT CONDUCT OF BUYER (INCLUDING BUYER'S ACCEPTANCE OF OR PAYMENT FOR ANY OF THE GOODS) IS EXPRESSLY MADE CONDITIONAL ON SELLER'S ASSENT TO ANY AND ALL TERMS SET FORTH IN THIS ORDER THAT MAY BE DIFFERENT FROM OR ADDITIONAL TO THE TERMS OF SUCH OFFER.

3. No receipt, rejection, acceptance, revocation of acceptance, resale, payment or other action or omission by Buyer of or in respect of the Goods shall bar Buyer from at any time exercising any remedies Buyer may have as the result of failure of Seller, or the Goods, to comply with the terms of this Order. Buyer shall have no obligation to make payment hereunder prior to acceptance of all Goods ordered hereunder.
  
4. Receipt by Buyer of any Goods, irrespective of any contrary provisions contained in any document delivered or in any statement made by Seller to Buyer upon such receipt, shall not be deemed acceptance. Such receipt shall evidence only the time and place thereof and the quantity of cartons and other shipping containers received.

5. At Buyer's option, upon oral or written notice given at any time after discovery thereof, if any part or item of the Goods is not in every respect as required by this Order or as warranted herein, or not shipped in compliance with Buyer's shipping directions, the Goods may in whole or in part be rejected and thereupon either returned to Seller, at Seller's risk and expense, or held by Buyer for Seller's account, at Seller's risk and expense, or sold by Buyer for Seller's account, at Seller's risk and expense or disposed of by Buyer, in each case whether or not any other part or item of the Goods has been previously or may be thereafter received or accepted by Buyer. In the event of any such rejection, Buyer shall receive a credit for the amount rejected. In the event Buyer is entitled to reject the Goods in whole or in part under the preceding sentence or otherwise, but Buyer nonetheless elects to accept some or all of the Goods, Buyer may retain any accepted Goods for its own account and receive a credit from Seller for any of the Goods that Buyer may have elected to reject and for the amount of any damages owing to Buyer from Seller in respect of the accepted Goods or any of the Goods that Buyer may have rejected. Until reasonable instructions are received from Seller after notice of rejection has been given by Buyer, Buyer is under no duty as to Goods which are perishable or threaten to decline in value speedily.
6. Seller warrants that Goods will conform to sample, order specification or standard as to quality, material(s), workmanship, fit and appearance and will be properly marked and labeled (including use of the metric system) as to weight, measure, material(s) and ingredients. Seller warrants that the Goods are new, merchantable and safe, free from defects in materials or workmanship, and that the handling, wearing or use (including, as applicable, ingestion) of the same will not cause harm to any person or damage to the property of any person. Seller agrees that if the Goods are made of materials which require special laundering, cleaning, care or handling, they will be plainly marked in a conspicuous place with complete and proper instructions.
7. Seller warrants that it is in compliance with, and that the Goods and their manufacture and shipment to Buyer, will comply with, all international (including country of origin), and federal, provincial, and local laws, ordinances, rules and regulations and all applicable industry standards (referred to collectively as "laws") applicable to the Goods, or applicable to the advertising, design, distribution, labeling, marking, processing, pricing, production, promotion, sale or testing of the Goods, including, but expressly not limited to, laws in the following areas: bribery, consumer product safety, customs, environmental, employment, fair labour, forced labour, food and drug, foreign corrupt practices, occupational health and safety, product labeling, sexual harassment and transshipment. In addition, and without limiting the foregoing, Seller warrants and Seller agrees to provide Buyer with a signed guarantee in the form, if any, prescribed by such laws before payment is required to be made, that the weights, measures, sizes, legends and descriptions, if any, stamped, printed or otherwise attached to the Goods or containers or referring to the Goods are correct and comply with such laws.
8. Seller warrants that the Goods and their markings, labels, design and appearance do not infringe any patents, trade dress, trademarks, trade names, copyrights or other rights of others, nor unfairly compete therewith, and that the resale thereof by Buyer, to any person, in any place, with or without any such markings, labels, design or appearance, is not restricted in any manner whatsoever. Seller further warrants that all Goods bearing any name or trademark of any third party are genuine Goods manufactured in accordance with all applicable quality standards of such third party. Seller agrees that all labels containing Buyer's name or trademark will be removed from any Goods not received by Buyer. Seller further agrees that all excess labels over amounts required to fill Buyer's orders will be either delivered to Buyer without charge or else destroyed, and in no way will said labels be sold or otherwise used.
9. Nothing herein shall operate to exclude Seller's warranties implied by law. No modification or exclusion of any warranty, express or implied, shall be effective unless agreed to by Buyer in a separate written instrument executed by Buyer solely for the purpose of such a modification or exclusion. No Seller's warranty shall be excluded because of Buyer's inspection of, or failure or refusal to inspect, the Goods. Seller agrees that any damage or loss resulting from any of the Goods not being as warranted by Seller will be deemed as having been proximately caused by Seller's warranty breach regardless of whether, or when, Buyer or Buyer's customers took action to inspect the Goods. Buyer retains the right to audit and examine current or past compliance with any warranty by Seller in respect of the Goods, and Seller shall cooperate (and ensure cooperation by any manufacturer) as required by Buyer. Seller agrees to immediately notify Buyer of any circumstance which does or may result in any of the Goods being in violation of any of Seller's warranties in respect of the Goods. Seller agrees to provide

Buyer any documents or information requested by Buyer, including without limitation, any documents or information related to production of the Goods. Seller represents that the Order qualifies under NAFTA and will provide Buyer all certificates and back-up documentation required in connection with such qualification.

10. In the event of any violation of any warranty or other obligation of Seller under this Order or otherwise with respect to any of the Goods, Buyer shall have the right to return any or all of the Goods to Seller for full credit and/or to be compensated for any and all loss or damages suffered by Buyer as a result of such violation, and/or such return, including but not limited to Buyer's storage costs, freight costs and handling costs in respect of the Goods. Buyer's incidental and consequential damages by reason of such violation and/or any such return (it being understood that Buyer's consequential damages shall include without limitation Buyer's lost profits on resale of the Goods and shall be calculated without regard to whether Buyer could have covered or did cover by acquiring substitute Goods), and all other costs and expenses associated with such violation or any such return. Seller agrees, at Buyer's request, to assume the defense of any suit or claim brought or made against Buyer or any of its affiliates by any third party arising out of or resulting directly or indirectly from any circumstance constituting (or which if proven would constitute) a failure or alleged failure of Seller or the Goods to conform to the terms of any obligation of Seller or any warranty made by Seller hereunder, and Seller shall be obliged to indemnify Buyer against all loss and expense, including counsel fees and costs of defending, incurred by Buyer as a result of any such third-party suit or claim that Buyer may request Seller to assume the defense of (it being understood that Buyer shall have the right to approve any settlement of such suit or claim). In the alternative, at Buyer's option, and in Buyer's sole discretion, Buyer may retain full control over the defense and settlement of any such third-party suit or claim and may require Seller to cooperate in such defense and settlement, all at Seller's expense, including counsel fees, and in such event Seller shall indemnify Buyer against all loss and expense, including counsel fees and the costs of defending, resulting from such third-party suit or claim. Seller's indemnity hereunder shall be in favour of Buyer, any company or organization (including any partnership and limited liability organization) controlling, controlled by or under common control with Buyer (such companies or organizations sometimes referred to herein as "affiliates"), and each of the agents of Buyer and its affiliates. Any action by Seller for breach of this Order must be commenced, and Buyer must be served with process in any such action, within a year of the date of breach. All suits or proceedings by Seller against Buyer or any of its affiliates or any of the agents of Buyer and its affiliates based upon or arising out of or relating to this Order or the Goods shall be brought or maintained only in courts of proper jurisdiction located in the Province of Ontario. Seller agrees to maintain sufficient insurance for general liability coverage with an endorsement for products liability either naming Buyer as additional insured, or broad form vendors coverage wherein Buyer becomes a certificate holder with respect to any Goods purchased hereunder, and such a certificate shall be provided, at Buyer's request. Failure of Buyer to request or of Seller to provide a certificate of insurance shall not be construed to result in a waiver of any of Buyer's rights or Seller's obligations hereunder. Seller agrees to indemnify and hold Buyer and its affiliates and the agents of Buyer and its affiliates harmless from and against all claims or suits from third parties, including, without limitation, Buyer's customers, and all loss and expense resulting therefrom, based upon or arising from or related to injuries to persons or damage to property caused, or alleged to be caused, by any defect in the Goods.
11. If any rights of Seller hereunder shall be assigned then, even after notice to Buyer of such assignment, the assignee shall be bound by, and subject to, any defenses which Buyer may have against Seller and any agreements made by Buyer and Seller regarding the Goods or payment therefor, whether such defenses and agreements come into existence before or after such assignment (including, without limitation, any claims for defects or returns, any allowances or credits, and any offsets that Buyer may have against the original Seller). Notwithstanding any such assignment, Seller shall remain bound by all of Seller's and Seller's assignee's obligation hereunder and shall retain full liability to Buyer for any breach of such obligations, whether such breach is committed by Seller itself or by Seller's assignee.
12. In the event Seller breaches any of the provisions of this Order, or in the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, including, without limitation, any proceeding for reorganization, arrangement or settlement, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, Buyer shall be entitled to cancel any unfilled part of this Order without any liability whatsoever and Buyer shall be entitled to withhold from any payments due from Buyer an amount estimated by Buyer to be a reasonable reserve for payment to Buyer of any future claims against Seller for returns, defects and the like.

13. In addition to and without limitation upon any and all remedies Buyer may have hereunder or otherwise, Buyer shall have the right (a) to recoup any amount due to Buyer or any of its affiliates from Seller from any amount due to Seller from Buyer or any of its affiliates, (b) to set off any amount due to Seller from Buyer or any of its affiliates against any amount due to Buyer from Seller (including any amount due for breach of contract or warranty) under this Order, under any other contract between the two parties, under any contract between Seller and any affiliate of Buyer or by reason of any other legal obligation that Seller may have to Buyer or any of its affiliates, and (c) to set off any amount due to Seller from Buyer or any of affiliates under any other contract between the parties, or by reason of any other legal obligation that Buyer or any of its affiliates may have to Seller, against any amount due to Buyer or any of its affiliates from Seller (including any amount due to breach of contract or warranty) under this Order.
14. Buyer reserves the right in case of fire, vandalism, malicious mischief, other casualty, war, civil commotion, embargo, governmental regulation or labour dispute, or any event beyond its reasonable control to cancel this Order in whole or in part.
15. Title to the Goods and risk of loss or damage shall pass to Buyer at the F.O.B. point on the face of the Order form.
16. Prices and other terms noted herein include all applicable taxes that may be imposed or which are required to be collected by Seller. For payment purposes, all invoices for Goods received on or after the twentieth (20th) day of the month will be considered invoiced as of the first (1st) day of the following month.
17. This Order, and any claim arising under, based upon, or relating to this Order or the transaction contemplated by this Order, shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario, but without giving effect to any choice or conflict of law provision or rule that would cause application of the law of any other jurisdiction. All rights and remedies of Buyer provided for herein shall be cumulative to one another and cumulative to any rights and remedies to which Buyer is entitled by law. Nothing herein shall exclude or limit any other rights and remedies to which Buyer is entitled by law. The invalidity of any provision hereof shall not affect the validity of any other provision, and the failure to enforce any provision herein as to any of the Goods shall not be deemed a waiver of such enforcement as to such Goods or as to any of the other Goods.
18. The parties have required that this document and all instruments relating thereto be drawn in the English language; Les parties aux présentes ont exigé que ce document et tout autre document, qui y sont afférents soient rédigés en langue anglaise.

Revised September 2010