

Supplier Detail
Please inform BT if this is incorrect

PO Reverence and Revision Number

ACME INDUSTRIES INC.
A Building
Claude Henry Street, 46
1066 MD Amsterdam
Netherlands

BT Entity
This is the entity making the commitment and with whom you are trading

BT Canada Inc.
Suite 1502,
80 Bloor Street West
Toronto,
5S 2 V1 Canada



BT Entity Logo
This may vary depending on the BT entity

Supplier No : 633457
Contact Name :
Telephone Number :
Fax :
PO Email : bt.purchaseorders@acme.com

Requester Detail:
Contact Name : Reddey, Rameshwar
Telephone Number :
Email: rameshwar.reddey@bt.com

Requestor Detail
This is the person responsible for acknowledging the Product or Service has been delivered to time, quality and cost and to "receipt" in our systems

Purchase Order -
231310002312
Revision
0

PO Ref and Revision No.
If a PO changes you will receive a revised PO with a revision in the sequence 0, 1, 2

Date of Order : 09-MAR-2015
Date Of Revision:
Payment Terms : 60 NET
Freight Terms :

The Purchase Order number above must appear on all related packages and documents. The Purchase Order shall be deemed as accepted by the Supplier unless advised in writing no later than seven (7) calendar days from the Purchase Order date. The attached terms and conditions, mentioning the number of this Purchase Order, shall supercede any condition issued by the Supplier and exclusively govern the relations between the parties for the performance of the Purchase Order.

If a Contract Purchasing Agreement (CPA) is in place for any lines on this Purchase Order, the contract terms & conditions supersede the terms and conditions of this agreement. If a CPA is not in place then attached standard terms and conditions apply.

Deliver To:
Delivery detail specified per line

Send Invoice (for scanning and invoice entry) to:
Email: us.ap.inv.scan@bt.com or post to
BT Canada Accounts Payable
PO Box 630107 75063-9998 Irving, Texas, US

Invoice Bill To Address

On behalf of and Invoice enquiry Email contact

On Behalf of
BT Canada Inc.
For Invoice inquiries please contact
accounts.payable.btcanda@bt.com

- If Emailing your invoice please
1. make sure you send a pdf/tiff file only.
 2. use at least a 400 DPI resolution.
 3. send one invoice into one pdf/tiff
 4. never compress it.
 5. maximum size of pdfs/tiffs can be 12 MB/e-mail.

Pos	Item Number/Description	Need By Date	Quantity	UOM	Unit Price	Total
1	Description of Product or Service	16-MAR-2015				593.56
<p>Supplier Contact: Name:= Fred Bloggs Email Address: fred.bloggs@acme.com Telephone Number: 22 567 678964 Start Date (DD-MMM-YYYY) :=09-03-2015 End Date (DD-MMM-YYYY) :=09-03-2015 Quotation Reference: ABCYYZ Quotation Date (DD-MMM-YY): 30-04-2015 Order Reference/Seibel/SOIFor similar: D456678</p> <p>Contract Reference: 8000212N</p> <p>Deliver To: Anglo American QUEBEC BUILDING,LOCAL 280 5237 5237, BOULEVARD WILFRID-HAMEL G2E 2H2, QUEBEC Canada</p>						
<p>Total and Currency. In some jurisdictions this will also be printed in words</p>						
						Total Exclusive of Taxes (USD) 593.56
<p>This Purchase Order has been generated by an IT System Application and was sent automatically via eMail or Fax. Therefore it is valid without containing a handwritten signature. The only exception to the above must be in writing and signed by both parties. Any further modification to these terms and conditions shall only be valid if made in writing and signed by both parties. In case of conflict between translated versions of the terms and conditions, the English version, shall prevail.</p>						

Each line of the PO will be printed in turn.
Either Qty/Price or Value Amount

For some services the user will be prompted for additional information. If this is pertinent to the supplier it will be transferred through to the PO here

If a Contract is applicable to the PO Line the Contract reference will be printed here. Technically a PO can contain both Contracted and Non Contracted lines but normally a PO will be one or the other.

Delivery Address for the PO Line

PO Signatories.
 In some jurisdictions PO require to be signed. In those jurisdictions the details and signatories will be printed here

- If Emailing your invoice please
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 2. use at least a 400 DPI resolution.
 3. send one invoice into one pdf/tiff
 4. never compress it.
 5. maximum size of pdfs/tiffs can be 12 MB/e-mail.

Standard BT Purchase Order Terms and Conditions.
Where a Contract reference is stated on the PO Line then the terms and conditions of the Contract will take precedence.

Purchase Order #:231310001709 Revision:0
Page 3 of 5

Terms and Conditions

Definitions

In the Contract, the following expressions, where used, shall have the meanings respectively ascribed to them:

"Contract" - this standard purchase order, including the terms and conditions set forth herein

"Contracting Entity" - the BT contracting entity specified on the first / front page of this Contract.

"Supplies" - all services, components, materials, plant, tools, test equipment, documentation, firmware, Software, spares and parts and things to be provided to Contracting Entity pursuant to the Contract together with all information and work the Contract requires be supplied to or performed for Contracting Entity.

"Acceptance"- written acknowledgement by Contracting Entity that Supplies, or the applicable part of such Supplies, have been completed in accordance with the terms and conditions of this Contract, subject to any deficiencies stated in such acknowledgement. "Accept" and "Accepted" shall be construed accordingly.

Formation of Contract

This Contract is between Supplier and Contracting Entity and is Contracting Entity's offer to Supplier. Acceptance by Supplier is expressly limited to the terms of this offer. Contracting Entity hereby rejects any additional or different terms contained in Supplier's proposal or acceptance documentation. Supplier may accept this offer by commencement of performance or written acknowledgement of this order within seven (7) days from the date hereof.

Entire Agreement

This Contract, including any document incorporated herein by reference, constitutes the entire agreement between the parties and supersedes all prior offers, negotiations, representations or agreements, either oral or written, relating to the subject matter hereof. Any modification to this Contract must be in writing and duly signed by both parties hereto. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in the Contract.

Inspection

All Supplies to be delivered and services to be performed hereunder shall be in accordance with the applicable specifications, and shall be subject to inspection and testing by Contracting Entity, in its reasonable discretion, during manufacture where practical, and at all other times and places. All Supplies shall be received subject to inspection testing and Acceptance by Contracting Entity at destination, notwithstanding any payment or earlier inspection.

Acceptance by Contracting Entity does not relieve Supplier of liability for latent defects or fraud. Contracting Entity may reject any Supplies delivered which are found to be defective in material, workmanship or otherwise not in compliance with the requirements of this Contract and return the same at Supplier's expense or require replacement or correction by Supplier. All handling and transportation charges on rejected items shall be paid by the Supplier. Any Supplies delivered which are rejected at time of delivery by carrier shall not be deemed to be received by Contracting Entity.

Warranty

Supplier expressly warrants that all Supplies furnished hereunder will conform to the requirements of this Contract and applicable specifications, and will be merchantable, fit for their intended purpose and free from all defects in materials and workmanship and, to the extent not manufactured pursuant to detailed designs furnished by Contracting Entity, free from defects in design. These Supplies shall comply with all standards and other documents referred to in this Contract. Contracting Entity's Approval of designs or specifications furnished by Supplier shall not relieve Supplier of its obligations under this warranty. In addition to its other remedies, Contracting Entity may, at Supplier's expense, require prompt correction or replacement of any Supplies failing to meet Supplier's warranties herein. Supplies corrected or replaced by Supplier shall be subject to the entire Contract in the same manner and to the same extent as Supplies originally furnished hereunder. Supplier's warranties shall extend to Contracting Entity's customers and users of its products.

Supplier represents and warrants that all software is free from all forms of (i) "electronic possession", "logic bombs", "viruses", "worms" and any other computer virus or harmful, malicious or hidden program or data, that could have been detected by using the latest (at the date of dispatch) commercially available virus detection software; and (ii) "spyware", "malware" and "adware" (which expressions shall have meanings as they are generally understood within the computing industry). In addition, Supplier represents and warrants that the software does not violate or infringe any intellectual property right, or otherwise violate or infringe any other right of any third party.

Delivery

Supplier shall strictly adhere to the delivery and completion schedules specified in this Contract and time is of the essence. When Supplier has reason to believe that deliveries will not be made as scheduled, written notice concerning the cause of the delay and estimated delivery date shall be given immediately to Contracting Entity. Without prejudice to Contracting Entity's other remedies, if the Supplier does not deliver Supplies by the completion date, Contracting Entity may, if specified in this Contract claim liquidated damages. If shipment by premium transportation is necessary to fulfill Supplier's delivery obligations such charges shall be paid by Supplier. Nothing contained herein shall prevent termination by Contracting Entity under the provisions of this Contract. Supplier shall not manufacture in advance of the time reasonably required to meet deliveries as set forth in this Contract.

Prices

The prices shown herein are fixed firm for the term of this Contract and comply with DDP Incoterms 2010; however, the prices may be reduced pursuant to any reductions in Supplier's list or resale prices to Contracting Entity or its general customer base. Supplier warrants that the prices shown herein are based on the latest information available and are no greater than prices charged to other customers under like circumstances. The price of Supplies shown herein includes all royalties, license fees or similar expenses arising from the use of any intellectual property and the supply, delivery and, where applicable, offloading and installation of Supplies.

Invoice & Payment

For each shipment of Supplies, Supplier shall submit an original invoice marked "original" and one copy marked "copy" to Contracting Entity's Accounts Payable Department. Taxes, and any other applicable fees specifically allowed, must be separately itemized. Purchase order number and line item must appear on all invoices, shipping documents, packing sheets, shipping cartons and other documentation designated by Contracting Entity. Should Transportation charges be authorized, Supplier shall submit, with each invoice, appropriate documents (Freight Bills, Air Bills, etc.) substantiating the transportation charges.

Invoicing Details

The following must be included on all invoices in order to process a timely and accurate payment: (i) Invoice date; (ii) Invoice number / reference; (iii) Purchase Order number (BT Policy requires that all invoices are supported by a Purchase Order number and, where applicable a master contract number); (iv) Customer name and address, where applicable; (v) Supplier's name, address, Tax ID/VAT number, the Contract/order line reference, the correct unit price of the Supplies, the total charge with Sales Tax/VAT breakdown where applicable and full description of Supplies.

The help desk contact details are:

Phone number: +1.877.272.0832

Fax number: +1.770.333.4695E-mail : accounts.payable.us.bt@bt.com

Invoices improperly addressed and without the above information will be rejected and returned for correction. Contracting Entity shall not be responsible for any invoice that is not received by Contracting Entity at the invoicing address provided (as such address may be modified from time to time on prior written notice by Contracting Entity to Supplier). In addition, Supplier shall submit invoices within six (6) months following the date upon which the Supplies and/or service(s) to which such invoices relate were delivered and, where applicable, accepted by Contracting Entity. Contracting Entity shall have no liability to make payments in respect of invoices not so submitted.

Contracting Entity shall pay each due and valid invoice submitted in accordance with these terms and conditions after the expiration of 60 days from the latest to occur of: (i) the date Contracting Entity receives the invoice; (ii) the date Supplies are received; and (iii) the date Supplies are accepted by Contracting Entity. Payment will be deemed to have been made on the date of deposit in the mail or date of electronic funds transfer.

Ownership and Risk

Without prejudice to Contracting Entity's other rights: (i) Ownership passes to Contracting Entity on the earlier of delivery to Contract Entity or Contract Entity's end customer premises or payment (including part payment) and (ii) Risk of loss is borne by the Supplier until the date of delivery to Contract Entity or Contract Entity's end customer premises or, where this Contract requires, installation by the Supplier.

Non-disclosure

Supplier shall make no disclosure, news releases, public announcements, denial or confirmation with respect to the subject matter hereof without the prior written approval of Contracting Entity.

Intellectual Property Indemnity

Supplier agrees to defend, indemnify and hold harmless at its sole expense, Contracting Entity against any claims, actions, proceedings, expense, loss, damages, and/or liability arising out of or related to any actual or alleged infringement of intellectual property rights (including without limitation, patents, copyright, registered designs and design rights) or breach of confidentiality by Contracting Entity's possession, use, sale, disposal, lease, or hire of any of the Supplies or services anywhere in the world or by Contracting Entity's customers' possession or use of any of the Supplies or services anywhere in the world.

In addition, Supplier will also, at its sole expense, secure for Contracting Entity a right of continued use, or modify or replace Supplies so that they are no longer infringing. If neither of those remedies is available to Supplier, Supplier may so notify Contracting Entity and refund the purchase price of all Supplies that are subject to the claim of infringement.

Assignment and Subcontracting

Supplier may not assign and/or subcontract this Contract without the prior written consent of Contracting Entity. Any attempt to assign or delegate any of the rights, duties or obligations of this Contract without such consent is void.

Waiver and Severability

The failure of either party to exercise any of its rights or to enforce any of the provisions of this Contract on any occasion shall not be a waiver of such right or provision, nor affect the right of such party thereafter to enforce each and every provision of this Contract. If any provision of this Contract is found to be invalid or unenforceable, then such provision shall be modified only to the extent necessary to bring it within legal requirements, and this Contract as so modified shall continue in full force and effect.

Rights and Remedies

The rights and remedies of Contracting Entity herein are cumulative and are in addition to any other right or remedies that Contracting Entity may have at law or in equity.

If Emailing your invoice please

1. make sure you send a pdf/tiff file only.
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3. send one invoice into one pdf/tiff
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5. maximum size of pdfs/tiffs can be 12 MB/e-mail.

Precedence

In the event of any conflict among the provisions of this Contract, the following order of precedence shall apply: (i) special terms and conditions contained in the order; (ii) general terms and conditions contained in this form (iii) specifications; (iv) all other documents incorporated herein by reference.

Contracting Entity's specifications shall prevail over any subsidiary document referenced therein. Supplier shall not use any unauthorized specifications in lieu of those contained in this Contract without written consent.

Security of Information

Without prejudice to any obligations of confidentiality it may have, where the Supplier or Supplier's personnel have access to Contracting Entity's computer systems or to Contracting Entity's information, the Supplier shall: (i) ensure such information is not disclosed to or accessed by Supplier's personnel not directly employed by the Supplier without BT's prior written consent; and (ii) keep (and ensure all relevant Supplier's personnel keep) such information secure and confidential, act only on Contracting Entity's instructions with respect to it, and comply with such further reasonable requirements from time to time of Contracting Entity for the security of it; and (iii) allow (and ensure that all relevant Supplier's personnel allow) Contracting Entity or its authorized representatives such access to premises, systems and records containing such information as is reasonably necessary to assess the Supplier's compliance with this Section.

Any breach of this Section by the Supplier shall be deemed to be a material breach of this Contract. Without prejudice to Contracting Entity's rights and remedies under this Contract, the Supplier shall at its own cost and expense take all steps necessary to restore the lost or corrupted information to the last back-up and/or terminate the unauthorized use of or access to the information to the extent it caused such loss, corruption or unauthorized use of the information.

Compliance

The Supplier (and Supplies and services) shall: (i) comply with all applicable laws, legislation, regulations and by-laws of any relevant local or other authority (including, without limitation, applicable import/export rules and regulations) and shall be liable for obtaining all licenses and permits related to the Supplies and services provided, as well as any Contracting Entity site regulations of which Contracting Entity may be notified; (ii) comply with (and shall ensure that those engaged by the Supplier in connection with this Contract comply with) Contracting Entity's Anti-Corruption and Bribery Policies at <http://www.selling2bt.com/Anti-CorruptionandBribery/index.htm> as though such policies applied to and had been adopted by the Supplier, and promptly provide to Contracting Entity on request from time to time all information Contracting Entity may reasonably require in respect of such compliance; (iii) with the provisions of 'Third Party Pre-Employment Checks Policy' ("PECS") at <http://www.selling2bt.com/working/3rdpartyCheckPolicy/default.htm>; and (iv) with comply with the latest applicable issue of the BT Generic Standards at <http://www.selling2bt.com/working/generic/default.htm>

Supplier shall verify the legal work-eligibility of Supplier's employees using web-based E-Verify screen/SSA verification operated by the Department of Homeland Security and the Social Security Administration (SSA). Such requirement will be flowed down to all contractors and subcontractors utilized by Supplier under this Agreement.

Supplier shall indemnify, save harmless and defend Contracting Entity from and against any expense, loss or liability for any actual or alleged failure by Supplier to comply with SECTION (Compliance).

Identification Badges and Access Rules

Supplier shall insure that all of its personnel and those of its subcontractors shall observe internal rules, access procedures and other regulation or standards in force with Contracting Entity and return Contracting Entity's identification badges to Contracting Entity's Security Department upon completion of this project. The Supplier shall immediately notify Contracting Entity's Security Department in the event of: (i) Premature completion of a stated job by a subcontractor; and (ii) The dismissal and/or termination of an employee possessing Contracting Entity's identification badge prior to completion of stated job.

Failure to strictly adhere to the provisions of this Section may be deemed a material breach of this Contract, and may result in removal of Supplier's name from Contracting Entity's approved supplier list.

Confidentiality.

A party shall not disclose or use any Confidential Information of the other party for any purpose outside the scope of this Contract, except with the other party's prior written permission. "Confidential Information" means information that the receiving party ("Recipient") knows or has reason to believe is confidential, proprietary, or trade secret information of the disclosing party ("Discloser") because of the nature of the information and the context in which it was disclosed. Without limitation, information concerning business models, strategies, network design and traffic, customers, and pricing in all cases falls under (iii) above, subject to any exclusions set out below. The information of customer(s) of Contracting Entity shall be deemed to be the Confidential Information of Contracting Entity.

Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind (but in no event using less than reasonable standard of care). If a party is compelled by law to disclose Confidential Information of the other party, it shall promptly provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provide reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have

the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the other party; (b) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (c) was independently developed by a party without breach of any obligation owed to the other party; or (d) is received from a third party without breach of any obligation owed to the other party.

Independent Contractor

Supplier is an independent contractor for all purposes. In no event shall Supplier, its agents, representatives, or personnel that it supplies to Contracting Entity under this Contract be deemed to be employees of Contracting Entity. Supplier's employees shall be paid exclusively by Supplier for all services performed. Contracting Entity has no responsibility for withholding any portion of salary or wages due employees of Supplier to comply with any of the aforementioned taxes or obligations.

Indemnity

The Supplier indemnifies, defends, and holds harmless Contracting Entity and its directors, officers, employees, consultants, accountants, counsels, contractors, subcontractors, agent or other representatives of any entity, and its affiliates and customers (where applicable) against all actions, claims, damages, liability, demands, proceedings, costs and expense arising in respect of loss or damage to any property, or death or personal injury of, any person arising as a result of any act or omission of Supplier, its employees, agents or subcontractors (or their employees or agents) in relation to this Contract except to the extent such loss, damage, death or personal injury is caused by the negligence of Contracting Entity

Limitation of Liability

a) Subject to paragraph (c) of this Section, neither party shall be liable to the other under this Contract for any indirect or consequential loss or damage.
b) Subject to paragraph (c) of this Section, the aggregate liability of either party under this Contract shall not exceed the greater of 200% of all sums paid or due to Supplier for services provided or \$6,000,000.
c) Paragraphs (a) and (b) of this Section shall not apply to loss or damage arising out of, or in connection with: (i) death or personal injury; (ii) the willful failure of either party to perform its contractual obligations; (iii) the indemnities under section headed "Intellectual Property Indemnification"; (iv) the payment of liquidated damages; or (v) Contracting Entity's obligation to pay the price of Supplies.

Insurance

a) Supplier shall at its own expense effect and maintain for the duration of this Contract such insurance as required by any applicable law and as appropriate in respect of its obligations under this Contract. Such insurance shall include third party liability insurance with an indemnity limit of not less than \$2 million for each and every claim.
b) If the Supplier cannot provide evidence of such insurance to Contracting Entity on request, Contracting Entity may arrange such insurance and recover the cost from the Supplier.
c) Supplier shall notify Contracting Entity as soon as it is aware of any event occurring in relation to this Contract which may give rise to an obligation to indemnify Contracting Entity under this Contract, or to a claim under any insurance required by this Contract.
d) This Section shall not be deemed to limit in any way the Supplier's liability under this Contract.

Termination for Convenience

Contracting Entity may terminate this Contract in whole or in part at any time by written notice to Supplier. Upon termination in whole or part by Contracting Entity, Supplier will, as to the terminated portion, stop work immediately, notify subcontractors to stop work, and protect property in Supplier's possession in which Contracting Entity has or may acquire an interest. Except where such termination is occasioned by default or delay by Supplier, Supplier may claim reimbursement for Supplier's reasonable and actual third party costs incurred up to and including the date of termination which are properly allocable to or apportionable under recognized accounting practices to the termination portion of the Contract, including liabilities to subcontractors previously billed or paid for but excluding any charge for interest or any materials which Supplier may be able to divert to other orders. The total of such claim shall not, however, exceed the cancelled commitment value of this Contract.

Termination for Default

Contracting Entity may terminate this Contract in whole or in part by written notice to Supplier in any of the following circumstances: (i) If Supplier fails to deliver Supplies or to perform the services required by this Contract within the time specified herein, or any extension thereof granted by Contracting Entity in writing; (ii) If Supplier fails to perform or comply with any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after receipt of notice from Contracting Entity specifying such failure; or (iii) In the event of suspension of Supplier's business, insolvency, institution of bankruptcy, liquidation proceedings by or against Supplier's appointment of a trustee or receiver for Supplier's property or business, or any assignment reorganization or arrangement by Supplier for the benefit of creditors.

Right to Audit.

Books and Records. Supplier shall maintain (in accordance with generally accepted accounting principles, where applicable) such books and records as are necessary to (i) demonstrate Supplier's compliance with its obligations to BT under this Agreement; (ii) verify volumes and Charges in accordance with this Agreement; and (iii) demonstrate its compliance with applicable laws. The books, records and accounts of Supplier pertinent to this Contract shall, at reasonable times, be open for inspection, examination, audit and copying by Contracting Entity at Supplier's premises. Supplier shall retain all required

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records for at least three (3) years beyond the effective date of termination or last date of performance whichever is later, except for records and media that Contracting Entity specifically instructs Supplier to destroy or delete.

Governing Law and Jurisdiction

The validity, interpretation and performance of this Contract will be governed by and construed in accordance with the laws of the State of New York, USA, excluding its conflict-of-laws provisions, and further excluding the United Nations Convention on Contracts for the International Sale of Goods. The Parties irrevocably submit to the exclusive jurisdiction of the courts in New York, New York, USA.

Sample

If Emailing your invoice please

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3. send one invoice into one pdf/tiff
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