

## Terms and Conditions – Purchasing Order

1. All orders shall be initiated by EXFO by the issuance of a purchase Order (PO).
2. All goods or materials delivered or works performed under any POs are subject to inspection and rejection by EXFO at its sole discretion. EXFO may reject any damaged, defective or otherwise nonconforming goods, material or work. Goods, materials or works that have been delivered and rejected may be returned to Supplier for replacement, correction, reimbursement, or credit as EXFO may direct.. In no event shall such goods be replaced by the Supplier without written authorization from EXFO.
3. EXFO reserves the right to dispatch an inspector or inspectors at the Supplier's facilities, at EXFO's expense, to inspect goods during the manufacturing process or prior to shipment for release or delivery. The Supplier will grant reasonable access to the inspector(s) to its operations' facilities in the scope of the inspection work.
4. Unless EXFO's written consent is first obtained, the supplier shall not in any manner advertise, publish or release for publication any statement mentioning EXFO or depicting or describing goods or services purchased by EXFO or the fact that the Supplier has furnished or contracted to furnish any goods or services to EXFO.
5. EXFO shall retain the ownership of all the intellectual property rights in and to the all designs, sketches, drawings, blueprints, patterns, inventions, dies, models, molds, tools, special appliances and material furnished by or paid for by EXFO. The Supplier shall ensure that EXFO's property is identified as such while in the Supplier possession.
6. If requested, the test report must be included with the parts in the box.
7. Unless otherwise specified by EXFO, the delivery date on the PO is the date that the material must be received at EXFO. Supplier shall inform EXFO upon receipt of the PO if Supplier is unable to respect the requested delivery schedule..
8. EXFO reserves the right to cancel any PO not delivered within 14 days past the requested delivery date.
9. EXFO reserves the right to reject any parts or goods delivered before the delivery date. If EXFO elects to keep the parts or goods, Supplier will be paid according to the agreed payment terms.
10. Invoices shall be sent my mail or by email to the address specified on the PO.
11. EXFO's PO number must be indicated on all invoices as well as a complete and clear description of the merchandise.
12. By accepting EXFO's PO, the Supplier hereby confirms its compliance with EXFO's Agent Code of Conduct ("Code"), copy of which can be found on EXFO's website at: <http://investors.exfo.com/governance.cfm>. Any conflicting terms included within the Supplier's sales order acknowledgement or other sale document that are for the purpose of excluding the Supplier of the obligations to comply with the Code shall render any PO void and without effect.