



Rubik Promotions Inc.
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Company & Bank Information Form

Company Name:		
Street Address:		
City:	Province:	Postal Code:
Telephone:	Fax:	
Email:		
Manager's Name:		
Owner's Name:		
Home Street Address:		
City:	Province:	Postal Code:
Home Telephone:	Home Fax:	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship
GST No.:	PST No.:	

BANKING INFORMATION

Name:		
Street Address:		
City:	Province:	Postal Code:
Telephone:	Fax:	
SWIFT Code:		
Account Type:		
Bank Transit No:	Account No.:	

By submitting the Purchase Order (the "PO") to Rubik Promotions Inc. the Buyer agrees to the following terms and conditions:

1. Goods and delivery

The goods and delivery described in this Purchase Order (the "PO") are subject to the following terms and conditions. The Buyer agrees to be bound by and to comply with all such conditions. Other terms and conditions are not binding upon the parties, unless accepted in writing.

2. Purchase price and terms of payment

All payments are made in Canadian funds or as otherwise specified. All prices shown in this PO are firm and are not subject to adjustment. The Buyer shall pay Rubik Promotions Inc. all applicable sales taxes in effect at time of the effective date of the PO. Account which remain unpaid after 30 days, will incur a monthly 2% interest surcharge on all overdue invoices.

3. Method of shipment or packing

Goods are packaged in a manner which assures that they are protected against deterioration and contamination. All goods are delivered to the F.O.B. point specified in the PO. Title and risks remain with Rubik Promotions Inc. until delivery.

4. Inspection and acceptance

The goods and services furnished are exactly as specified in the PO. They are free from all defects in design, workmanship and materials. The goods are subject to inspection by the Buyers for three days upon delivery. If the goods furnished are found to be defective the Buyer may demand a remedy which is equitable under the circumstances.

5. Changes

The Buyer may not make changes to this PO including to drawings and specifications for specially designed goods or place of delivery once PO has been received by Rubik Promotions Inc.

6. Warranty

Rubik Promotions Inc. warrants to the Buyer that goods supplied under this PO are free from defects in material, workmanship and design, suitable for the purposes intended implied, in compliance with all applicable specifications.

7. Indemnification

Except for damages caused by the negligence of Rubik Promotions Inc. the Buyer shall defend, indemnify and hold Rubik Promotions Inc. harmless from all claims, actions, demands, loss and cases of action arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Buyer.

8. Insurance

Minimum loss coverage depending on circumstances.

9. Assignment

This PO is not assignable by the Buyer under any circumstance without written approval of Rubik Promotions Inc. In case such consent is given, the Buyer remains liable as if no such transfer has been made.

10. Default

A party is in default of its obligations under this PO if any of the following events occur, namely:

1. such party is adjudged bankrupt or insolvent by a court of competent jurisdiction,
2. or otherwise becomes insolvent, as evidenced by its inability to pay its debts generally as and when they become due;
3. or such party is in default of its obligations hereunder and fails to cure such default within thirty days of written notice from the other party,
4. or if such default cannot be cured within thirty days, within such longer period as may be reasonable, provided the defaulting party commences promptly and diligently proceeds

Upon the occurrence of any of the above events, the party not in default may, by written notice to the defaulting party, terminate this PO without prejudice to any other right or remedy available to it at law and without liability for such termination. Neither Rubik Promotions Inc. nor the Buyer shall be liable to the other for indirect damages, for loss of profit or for damages arising from loss of use or production.

11. Termination

This PO may be terminated or suspended by Rubik Promotions Inc. in whole or in part. Rubik Promotions Inc. then delivers to the Buyer a written notice specifying the extent to which performance and/or the deliveries of goods and services under this PO is terminated and/or suspended and the date upon which such action shall become effective. In the event of such action, the Buyer shall pay Rubik Promotions Inc. for the goods and delivery services satisfactorily provided to the effective date of termination or suspension.

14. Force Majeure

Rubik Promotions Inc. shall not be liable for default or delay due to causes beyond its reasonable control and without fault or negligence on its part. Rubik Promotions Inc. gives the Buyer prompt notice in writing when any such cause appears likely to delay deliveries and takes appropriate action to avoid or minimize such delay. If any such default or delay threatens to impair Rubik Promotions Inc.'s ability to meet delivery requirements for its material, supplies and delivery then Rubik Promotion Inc. shall not be liable for default or delay in the performance of its obligations.

15. Governing Law

This PO shall be governed by the laws of the Province of British Columbia.

Authorized Signature

Authorized Signature

Print Name

Print Name

Date

Date