



1. Application and Precedence

1.1 By the Supplier's acceptance of the terms and conditions set out in this Purchase Order (PO), this PO is a legally binding contract between the University and the Supplier for the purchase of specific Goods/Services.

a) Unless this PO is issued under a separate written contract between the University and the Supplier, this PO and any documents or components referenced in it and the University's Business Relation Protocol together with any changes to this PO made in accordance with 1 (b) constitute the entire agreement between the University and the Supplier for the Goods/Services specified in this PO. This PO supersedes and replaces all prior agreements between the University and Supplier for the Goods/Services referenced in this PO.

b) This PO may be changed only by written agreement of the University and the Supplier in a written change order, written addendum or supplementary written agreement.

1.2 The Supplier shall display the complete PO number prominently on all packages, invoices, correspondence, customs documentation, bills of lading and packing slips and ensure that packing slips accompany all shipments.

2. Supplier

The Supplier has the requisite competence, knowledge, experience and skills to perform the Services and/or has the means to deliver the Goods in accordance with the delivery date and quantity as set out in this PO. When providing Services, the Supplier shall exercise all reasonable skill, care and due diligence; perform all work in a good, workmanlike, professional and timely manner to the satisfaction of the University and in accordance with applicable professional and industry standards; be responsible for delivering and supplying all tools and equipment necessary to perform the Services, unless otherwise agreed in writing by the University.

3. Laws, Licenses and Permits

3.1 The Supplier warrants that it has complied with and shall comply with all applicable laws, including without limitation, export control, environmental protection, health and safety as well as labour and employment laws. The Supplier shall, at its expense, obtain and maintain all licenses, certifications, designations, permits, inspections and approvals necessary for the delivery of the goods or performance of the Services. The Supplier shall comply with applicable University Policies and Procedures.

3.2 Without limiting the general interpretation of the previous sentences in this section 3.1, the Supplier shall comply with the *Accessibility for Ontarians with Disabilities Act, 2005*, (AODA) and its regulations and with the University's Policies and Procedures in order to fulfill the University's commitment to meet the accessibility needs of persons with disabilities. Suppliers providing services directly to the public must ensure that persons providing the Services are trained in the AODA, the Accessibility Standards for Customer Service and must keep records of this training, including dates when training is provided, the number of employees who have received training and individual training records. Suppliers must provide this information if requested by the University.

4. Delivery, Packaging, Labeling of Goods

4.1 The Supplier shall deliver the Goods in accordance with terms of this PO. Unless otherwise specified in this PO, all Goods shall be delivered duty paid (DDP), as defined in the International Chamber of Commerce's *Incoterms 2010*, to the destination named in this PO. Partial delivery of Goods requiring Canadian customs declarations must be approved in advance by the University. The Supplier is solely responsible, at its expense, for all shipping arrangements and for all damage or loss resulting from transportation, faulty packing or handling of the Goods.

4.2 The Supplier shall package and ship the Goods in accordance with the method of transportation, industry

standards and in compliance with all applicable laws.

4.3 The Supplier shall use all necessary protective measures to ensure safe delivery to the University, prevent damage to the Goods during transportation and make sure the Goods arrive free of moisture, rain, rust, shock, corrosion or any other type of degradation according to the characteristics and requirements of the Goods

4.4 Goods shipped to the University must be properly packaged and prepared for storage. Goods must be packed in containers according to industry best practices at no extra cost to the University. Each container must indicate the following information: the name of the shipper, name of the receiver, container weight, total number of containers in the shipment, a brief description of contents, name and address of the destination building as well as room number and PO number.

4.5 Packing slips must be in a waterproof envelope affixed to the outside of the container. If this is not possible, the container must bear a visible inscription stating PACKING SLIP INSIDE.

4.6 If the weight or size of the Goods to be delivered requires extra resources for unloading and/or delivery, the Supplier must provide the University with at least forty-eight (48) hours' advance written notice.

4.7 All electrical or electronic components and equipment supplied must have the Ontario Electrical Safety Code approval, be certified for the intended use in Canada by a certification organization accredited in Canada (such as CSA) and conform to industry standards and applicable laws. Material Safety Data Sheets (MSDS) and appropriate labels must accompany all hazardous Goods as defined under applicable hazardous products Laws.

4.8 Title to any Goods delivered to the University shall remain with the Supplier until the Goods have reached their destination and the University has inspected and approved the Goods. The Supplier shall bear all risks and costs, including, duties, taxes and other charges, for delivering the Goods/Services, cleared for importation, to the University's named destination.

4.9 Where a date required for delivery is stated in this PO, timely delivery is of the essence. The Supplier will be responsible to ensure that such delivery is made, and will notify the University immediately in writing of any anticipated delays and the reason(s) for the delay.

4.10 The University may decide by written notice to the Supplier to cancel the shipment in whole or in part for the Supplier's failure to deliver or install in the quantities and with the specifications described in this PO on the delivery date. Should the University so decide it is without liability or cost and in addition to any other rights of University.

5. Acceptance

5.1 Goods and/or Services are subject to inspection and approval by the University. The Supplier shall submit a certificate of acceptance to the University upon request. Unless otherwise indicated, the University shall have a reasonable time within 30 days after delivery, unless otherwise specified, of the Goods and/or Services to inspect/test and to refuse acceptance of Goods and/or Services that do not conform to the University requirements or specifications as set out in this PO. If the University refuses the Goods, the University may return the Goods at the Supplier's expense and the Supplier shall credit the University accordingly within fifteen (15) days of return of the Goods.

5.2 The University's payment for Goods and/or Services shall not be deemed an acceptance of the Goods and/or Services.

5.3 The University reserves the right to inspect the Goods at the Supplier's facility, during manufacturing, or in the ports or places of shipment. The Supplier shall cooperate and provide all facilities necessary for such inspections. Inspections prior to shipment shall not relieve the Supplier of any of its obligations under this PO.

6. Invoice and Payment

6.1 Unless the University notifies the Supplier in writing of a different method, the Supplier must send invoices by mail to the invoicing address indicated in this PO. Information on the invoice must match the information in this PO, including the Contract number (where applicable), description of the Goods and/or Services, value before any applicable fees or taxes and the amount of any such applicable fees and/or taxes. If an invoice does not match the PO or is missing information it will not be paid and will be returned to the Supplier for correction without causing any prejudice to the University.

6.2 The University shall pay to the Supplier the amount of the invoice in Canadian funds, or in the currency indicated in this PO within thirty (30) calendar days from the date of the invoice, subject to the Supplier's performance of its obligation and the University's acceptance that the Goods and/or Services are to its satisfaction. The University is not responsible for non-payment or late payment of invoices sent to an address other than the one indicated in this PO or for incorrect or incomplete invoices. The University will calculate any applicable discounts from the date of the invoice.

7. Assignment and Subcontract

7.1 The Supplier shall not assign, subcontract or make any other disposition of this PO or of any of its rights, claims, liabilities or obligations under this PO without the prior written consent of the University. The Supplier agrees that assignment or any permitted subcontract shall contain a provision that states that the subcontractor or assignment shall honour, perform and observe the obligations under the Contract and/or this PO.

8. Indemnification

8.1 The Supplier shall indemnify and save harmless the University, its officers, Board of Governors, employees, contractors, students and agents from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines, cost and expenses including legal fees or other proceedings of any kind or nature directly or indirectly arising out of any breach or inaccuracy of any representation, warranty or covenant, the Supplier's negligent performance of the Services or the supply of Goods, including but not limited to personal injuries, breach or alleged breach of intellectual property rights, environmental non-compliance, product liability and property damage.

9. Insurance

9.1 The Supplier shall obtain and maintain at its expense full and adequate insurance covering performance of the Goods/Services and provide a certificate of such insurance upon request.

9.2 The Supplier shall provide and maintain all appropriate Workplace Safety and Insurance Board (WSIB) coverage, or its equivalent, covering its employees and claims for personal injury or death in connection with the PO and provide both WSIB number and proof of satisfactory standing to the University upon request.

10. Warranty Re Goods

10.1 The Supplier shall provide the University with all manufacturer/industry warranties, including, but not limited to a warranty as a minimum for a twelve (12) month period as of the date of acceptance of the Goods. The Supplier also represents and warrants that the Goods are new and unused, sound, of good quality, free from defects in workmanship, material and design, fit for the purposes for which they are ordinarily used and for any purposes expressly made known to the Supplier and that the Goods do not infringe any patent, copyright, trademark or other intellectual property right and that they conform to the requirements and specifications under this PO. The warranty start date shall commence twelve (12) months from the date of acceptance of the Goods. If there are defects or non-conformities and it is not possible to restore the required operation of the Goods or part of the Goods, the Supplier shall, at the discretion of the University, either replace the Goods with equivalent or better product at no additional cost to the University, reduce price in this PO accordingly or accept for return the Goods or part of the Goods and reimburse any payments made by the University under this PO. Spare parts shall be kept available until at least five (5) years after the delivery

of the Goods.

11. Termination

11.1 The University may at any time temporarily suspend the performance under or terminate this PO by written notice to the Supplier stating the effective date of the suspension or termination.

a) In the event the University terminates this PO, the extent of the University's liability to the Supplier is limited to payment, for all compliant Goods supplied or Services performed in accordance with this PO up to and including the effective date of termination. This payment discharges the University from all liability or obligation to Supplier in connection with this PO or its termination.

12. Confidential Information

12.1 The Supplier acknowledges that the University is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario). The Supplier shall use all reasonable efforts to protect the confidentiality of or the University's interest in the Confidential Information and shall use and keep the Information confidential in accordance with the *Freedom of Information and Protection Act* using a standard of care no less than the degree of care that the Supplier would be reasonably expected to employ for its own similar confidential information.

12.2 The University may require the signature of a non-disclosure agreement.

12.3 The confidentiality provisions under this PO shall survive termination.

13. Intellectual Property

13.1 Unless otherwise expressly provided in this PO, all right, title and interest in and to any intellectual property rights in products or works developed pursuant to the PO shall be the property of the University. The Supplier hereby assigns all such rights to the University, waives any moral rights in respect of such products or works and agrees to take all such steps, do such things and execute such documents as may be necessary to vest title in the intellectual property rights in the University.

13.2 The Supplier warrants that the content of work products developed or produced under the PO will be original and will not infringe the intellectual property of third parties and to the best of its knowledge the content of the work product will not be defamatory or breach any confidentiality undertaking.

14. Use of the University's Name and Logo

14.1 The use of the University's name, logo, crest, emblem and any other of its official marks or domain name in a Supplier's official stationary, business cards, publications, advertisements, announcements, web site and in any other material of the Supplier requires the University's prior written consent.

15. Dispute Resolution

15.1 Unless otherwise provided in the PO, in the event of any dispute arising between the University and the Supplier under the PO, such dispute shall be referred, in the first instance, by written notice from either party to the other party requiring the dispute to be resolved between the parties ("First Notice"). If the dispute is not resolved to the mutual satisfaction of the parties within fifteen (15) days following the receipt of the First Notice (or such longer period as such parties may agree in writing) the dispute may, by written notice from either party to the other, require that the dispute be resolved at a higher level or at the highest level of authority, as the case may be, and refer the dispute to the authority of each of the parties ("Second Notice").

16. Governing Laws

16.1 This PO is construed and governed by the laws of the Province of Ontario and applicable laws of Canada. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for same do not apply.

17. Interpretation

17.1 In the event of a discrepancy or conflict in the interpretation between the English and French versions of

these purchase orders terms and conditions, the English version will prevail.