

**Purchase Order General Terms and Conditions**

1. The Purchase Order, including these general terms and conditions, forms the entire contract between the parties and no variation thereof, irrespective of the wording or terms of the vendor's acceptance, will be effective unless specifically agreed to in writing by the purchaser.
2. If prices are omitted on this order, the vendor shall invoice at the lowest prevailing market price.
3. All shipments must be F.O.B prepaid to destination
4. Goods will be received by the purchaser subject to final inspection and approval by the inspector, if any, named in the order and if not named, then by any person authorized by the purchaser. Goods found to be defective or not in compliance with the specifications, may be returned to the vendor at the vendor's expense.
5. In supplement of and not by way of substitution for the terms of the specifications or any warranty stipulated or implied by law and notwithstanding prior acceptance by the purchaser, the vendor will at any time within three months, or otherwise stated, from delivery thereof, at its own expense, replace any goods which are or become defective as a result of fault or inefficient manufacture, materials or workmanship.
6. The vendor warrants that they have the right to use and sell any patented devices or parts used in the good purchased and the agrees to indemnify the purchaser against any claims for royalties, license fees or other claims or demands by reason of the use of sale thereof, whether or not any such devices or parts are specified by the purchaser or used but he vendor in the good purchased without specification.
7. The goods shall be at the risk of the vendor who shall bear all loss or damage, from whatsoever cause arising, which may occur to the goods or any part thereof, until delivered to the purchaser. The purchaser reserves the right to change the place of delivery an any time prior to actual shipment provided that the vendor shall be entitled to be reimbursed for any actual increased cost, or shall reduce the prices to the extent of any reduction in cost, arsing our of such change.
8. Goods must be delivered strictly in accordance with the quantities, specification, terms and conditions shown, time shall be of the essence of the contract. (See time of delivery specified in order). If deliveries cannot be met as specified, the purchaser shall be notified and reserves the right to cancel the order. Vendor shall not cancel the order without the purchaser's consent.
9. The purchaser will not pay any charges for packing or cartage unless agreed upon in writing.
10. The purchaser reserves the right to cancel any unshipped portion of this order.
11. The purchaser is not liable for goods not covered by a Purchase Order.
12. The vendor shall comply and ensure compliance with all applicable regulations under the *Accessibility for Ontarians with Disabilities Act* in providing the goods or services.
13. All goods, where applicable, shall be marked by the Vendor with a Work Place Hazardous Material System (WHMIS) symbol and shall be shipped and handled in compliance with all applicable Federal, Provincial and Municipal lars in force on the date of shipment.
14. The vendor must provide material safety Data Sheets (MSDS) for all hazardous materials shipped in accordance with Occupational Health and Safety legislation.
15. All electrical/electronic equipment must be CSA approved.
16. Unless otherwise specified in this order, payment will be made in Canadian funds upon the presentation of the required documents, and no interest will be paid on any sum overdue. Unless notified to the contrary where cash discounts terms are applicable, the Board will take discounts at the time of payment.
17. Draft or C.O.D.'s are not accepted.

18. Invoice to Accounts Payable at [finance@sudburycatholicschools.ca](mailto:finance@sudburycatholicschools.ca). Vendor's HST Registration Number, Purchase Order #, where applicable taxes should be shown separately, terms and cash discounts shall appear on invoice. Unless stated otherwise, the terms of payment for all invoices are net 30 days from receipt of goods/completion of services or date of invoice, whichever is later.
19. The Purchase Order Number must appear on all invoices, delivery slips, packages and correspondence.
20. Payment of correct invoice will be subject to acknowledgement of receipt of materials or completion of work as per specifications.
21. For supply of either good or services, the Board may holdback payment in accordance with the Construction Lien Act of Ontario; no such holdback shall be subject to any late payment, financing of interest charges.
22. For all goods directly purchased from foreign countries for shipment into Canada, the Vendor shall forward the Canada Custom Invoice to:

NEAR NORTH CUSTOMS BROKERS  
PO BOX 2365, STN A  
1885 Lasalle Blvd  
Sudbury ON P3A 4S8  
Telephone 705-560-2400

If the Vendor manufactures or purchases any goods involved in this contract outside of Canada, ne mist ensure that they, the agent, or representative is the "importer of record" for customs purpose.

23. This agreement shall enure to the benefit of, and shall be binding upon the successors and assigns of the board and the vendor respectively, provided that the vendor shall not assign this agreement or any part of the development without the prior written consent of the Board, and any assignment made without such consent shall be of no effect.
24. This contract is be governed by and construed in accordance with the law of the **Province of Ontario**.

#### **Provisions Specific to the Procurement of Services**

25. The services described in the Purchase Order shall include all those services necessarily incidental to those identified in order to complete the scope of services described therein.
26. The Vendor represents that it has the expertise, experience, facilities, skilled personal and knowledge necessary or required to deliver the services in a competent and professional manner. The Vendor acknowledges that the Board is relying upon this presentation in issuing this Purchase Order.
27. The Vendor and its employees, sub-contractors shall follow all applicable Board policies and procedures when performing services on Board property. It shall be the responsibility of the Vendor to ensure that all of its employee and sub-contractors have been trained to the following Board policies and procedures.

• Code of Conduct Policy	• Security Clearance
• Health & Safety	• Safety
• Non-smoking Policy	• Uniform
• Anti-Violence in the Workplace	• Accident/incident report
• Student Health Care	• Hot Works Management
• Asbestos	• Lock out /Tag out
• Confined spaces	• Working at Heights
• Fire Protection	
• Operation of Motorized Vehicles	
• Parking	
28. The Vendor acknowledges that it has read, understood and shall at all times comply and ensure compliance by its workers and any subcontractors with all applicable federal, provincial or municipal legislation relating to occupational health and safety, all applicable regulations thereunder an any all applicable industry standards and guidelines pertaining to the provision of the services. The Vendor shall be responsible for taking every precaution in the circumstances for the protection of all workers associated with the provision of the services, whether employed by the Vendor or a third party. Unless stated otherwise, where the work hereunder involves Construction the Vendor shall be the constructor for the purposes of the *Occupational Health and Safety Act*.

29. The Vendor shall maintain insurance coverage, at minimum, have commercial general liability and automobile policies containing the standard industry. Throughout the duration of the Purchase order, the Vendor shall ensure that the Board is provided with certificates of insurance maintaining the necessary insurance coverage.
30. The Vendor shall, at all times during the provision of services hereunder ensure that the Board is provided with a current certificate of clearance from the Workplace Safety and Insurance Board.
31. All Electrical work completed under this purchase order must be inspected by the Electrical Safety Authority and an inspection certificate must accompany the invoice.
32. The Vendor and all sub-vendors associated with the installation, testing, maintenance, repair, removal, replacement, inspection, and use of appliances, equipment, components and accessories of boilers and pressure vessels and their associated operating Engineers, amusement and elevating devices (elevators, escalators, ski lifts), hydrocarbon fuels (transportation, storage, and distribution, utilization) and upholstered and stuffed articles, shall be registered with the Technical Standards and Safety Authority (TSSA).
33. The Vendor and/or any sub-vendors that will certify/validate/start/commission the installation, testing, maintenance, repair, removal, replacement, inspection, and use of appliances, equipment, components and accessories of boilers and pressure vessels and their associated operating Engineers, amusement and elevating devices (elevators, escalators, ski lifts), hydrocarbon fuels (transportation, storage, and distribution, utilization) and upholstered and stuffed articles, shall be certified with the Technical Standards and Safety Authority (TSSA).