

## **PURCHASE ORDER TERMS AND CONDITIONS**

### **1. Acceptance of Contract**

The Vendor by the Acceptance of this Order accepts all the terms and conditions hereof. These terms and conditions supersede and take precedence over any and all previous verbal or written arrangements in connection with this Order. Any deletions, modifications, alterations of, or additions to the terms and conditions of the Order to be binding shall be in writing and signed by both the Vendor and Niagara Peninsula Conservation Authority (herein after called the "Purchaser") and shall be attached to this Purchase Order form.

### **2. Time of Essence and Cancellations**

Time shall be of the essence under this Agreement. In the event of Vendor's failure to deliver as and when specified, Purchaser reserves the right to cancel this order, or any part thereof without prejudice to its other rights, saving the NPCA harmless for any expenses caused by the failure to deliver on time, even though the NPCA ultimately accepts delivery of the items or machinery. The Vendor agrees that Purchaser may return part of all of any shipment so made and charge Vendor with any loss of expense sustained as a result of such failure to deliver.

### **3. Price**

Unless otherwise specified, the price inserted on the face of this Order represents the complete cost to the Purchaser as at the point of delivery specified herein and includes every license fee, patent royalty, Government and Municipal tax, levy and charge of every description and charges for crating, boxing and cartage.

### **4. Changes**

The Purchaser reserves the right at any time to make changes in drawings and specifications as to any material or work covered by this order. In the event any additional cost or savings results from such change, the Vendor shall notify the Purchaser thereof and obtain written approval from the Purchaser before proceeding with this order.

### **5. Inspection**

The Purchaser reserves the right to reject and return goods to the Vendor at Vendor's expense, if not in accordance with all the details shown on this Purchase Order.

## **6. Warranty**

By accepting this order, Vendor warrants that the subject matter of this order is free from defects in materials, workmanship and fabrication, and that all merchandise delivered shall be of the quality, quantity, size, description and dimensions specified and shall be strictly in accordance with the Purchaser's specifications, drawings and approved sample, if any, and suitable for the purpose designated. These warranties shall survive acceptance and payment, and shall ensure to the benefit of the Purchaser, its successors, assigns, customers and the end user of its products and shall not be deemed to be exclusive. This warranty is in addition to any warranties of additional scope given by vendor to Purchaser.

## **7. Compliance with Law**

In accepting this order Vendor represents that it has and will continue during the performance of this order to comply with the provisions of all federal, provincial and local laws and regulations from which liability may accrue to purchaser from any violation thereof.

## **8. Patents and Copyright**

By accepting this order, the Vendor guarantees that the subject matter thereof and its sale or use of them will not infringe any Canadian or foreign letters, patent, or copyright, and the Vendor agrees to defend, protect and save harmless the Purchaser against all suits at law or in equity and from all damages, claims and demands whatsoever for actual or alleged infringements or any patent or copyright by reason of the use of the subject matter.

## **9. Conditions of Printing**

All negatives and artwork become the property of Niagara Peninsula Conservation Authority, but may be retained by the printer, at the discretion of the job's originator, for possible future use at no charge for handling or storage.

## **10. Electrical Approvals**

Electrical product safety in Ontario is governed by Regulation 438/07. Before an electrical product or piece of electrical equipment is used or installed at any NPCA location it must be approved by an accredited certification or evaluation agency. The item must carry the official mark or label of the agency which indicate that the product has been independently assessed for safety. The following is a list of recognized marks and labels:

<https://esasafe.com/electrical-products/recognized-certification-marks/>

### **11. Cash Discount**

Cash discounts will be calculated from the date the invoice is acceptable to Purchaser.

### **12. H.S.T. (Harmonized Sales Tax)**

It is the responsibility of Canadian Vendors to register and collect H.S.T. if total taxable income exceeds \$30,000 annually.

### **13. Accessibility (AODA) Compliance**

All Niagara Peninsula Conservation Authority suppliers must comply with the Accessibility for Ontarians with Disabilities Act, 2005 (AODA, 2005). This includes ensuring that all suppliers' employees receive training about providing goods or services to persons with disabilities.

### **14. WSIB & Liability Insurance Certificates**

Contractors must provide a current WSIB Clearance Certificate and proof of Liability Insurance in accordance with the contract to the Project Manager prior to commencing work at Niagara Peninsula Conservation Authority.

### **15. Occupational Health & Safety Awareness Training.**

Contractors will ensure that all of their Employees (including all sub)