



## Procurement Purchase Order Terms and Conditions

### Prices and Payments

Unless otherwise expressly stated in the Purchase Order, all prices specified herein shall be fixed and in Canadian dollars and shall include all charges and expenses of the Vendor, as well as freight and insurance to destination including packing, boxing, cartage and any and all applicable taxes, fees and duties of federal, provincial and local government except any applicable harmonized sales tax which may be shown as extra. Undisputed invoices are payable by Purchaser within 30 days of receipt subject to satisfactory completion of performance by Vendor of its obligations. The time specified for payment of invoices, or for accepting any payment of discounts offered, shall run only from the date that undisputed invoices are furnished to the Purchaser, or satisfactory receipt of the goods / work by the Purchaser, whichever shall be the latter. Purchaser may withhold payment subject to a reasonable period to conduct inspection (with respect to goods); and, with respect to equipment, software, deliverables and work, successful testing, in accordance with section 17 (Acceptance Testing). Purchaser shall be entitled to obtain copies of, or to audit, any supporting documentation with respect to invoiced charges. Where a Purchase Order indicates that Purchaser shall also be responsible for expenses, then Purchaser shall reimburse Vendor for reasonable expenses as actually incurred, provided: (a) such expenses must be pre-approved by Purchaser; (b) Vendor shall not include in such expenses any administrative markup; (c) Vendor shall provide copies of receipts; and (d) such expenses must comply with Purchaser's Travel/Expense Policy (request copy from Purchaser if required) as of the date of issuance of the Purchase Order); for greater clarity, in accordance with such policy, and in conformance with the Ontario Government's Broader Public Sector Expenses Directive, meals, hospitality and incidentals are prohibited from being reimbursable expenses, and shall accordingly not be subject to reimbursement under this Purchase Order.

### Changes, including Termination

Purchaser reserves the right, upon reasonable notice prior to delivery of the subject goods or work being procured, to make any reasonable changes to this Purchase Order including, without limitation, changes in drawings and specifications, additions or deletions from the quantities, or termination of the entire Purchase Order. If any such change causes any increase or decrease in the cost of, or the time required for, the performance of any part of this Purchase Order, an equitable adjustment shall be determined in the price or delivery date or both, and this Purchase Order shall be modified in writing accordingly. Any dispute or claim arising with respect to said change shall be asserted by the Vendor within 30 days of the notification of change from the Purchaser. Acceptance of goods hereunder shall not bind Purchaser to accept future shipments, nor deprive Purchaser of the right to return goods already received.

### PO Number Required

Purchase Order Number must appear on all correspondence, invoices, shipping papers and packages.



## Shipment

In the case of tangible goods, Vendor shall suitably pack, mark and ship in accordance with any instructions from the Purchaser and the requirements of common carriers in a manner to secure the lowest transportation cost, and no additional charge shall be made by the Vendor therefor unless otherwise stated herein. Vendor shall be liable for any difference in freight charges or damage to the goods resulting directly or indirectly from any failure by the Vendor to comply with this section. Risk of loss shall not pass to Purchaser prior to receipt of applicable goods at Purchaser's facilities.

## Delivery and Performance

Where a delivery/performance date or schedule is specified in this Purchase Order, timely delivery/performance is of the essence, and the Vendor shall be responsible to ensure that such delivery is made and shall advise the Purchaser immediately of any anticipated delays and the reasons, therefore. Except for software, title to goods transfers to Purchaser upon delivery. All goods will be delivered free of encumbrances; Vendor shall not register any encumbrances on any Purchaser property; and Vendor shall ensure prompt removal of any encumbrances that arise by operation of statute registered on any Purchaser property which relates to the performance of any work by Vendor or its subcontractors/agents.

## Acceptance Testing

Where goods consist of equipment, software and/or deliverables (e.g., work), then following delivery and completion of installation/implementation (including training if applicable), Purchaser shall have a 30 day period (or such other period as is specified on the Purchase Order) to perform acceptance tests in order to confirm that the goods operate without errors and in conformance to their documentation and any mutually agreed to documented requirements. If Purchaser identifies any deficiencies during such acceptance test to Vendor, then Vendor shall promptly correct such deficiencies and allow Purchaser a reasonable period to confirm such corrections. If Vendor is unable or unwilling to correct such deficiencies within a reasonable period then Purchaser may, at its option, return the goods/work, cancel the acquisition and Vendor shall refund all amounts paid by Purchaser pursuant to the Purchase Order in respect of the rejected goods/work and any other dependent goods/work whose value is diminished.

## Medical Devices

Where any goods constitute a "medical device" or are otherwise regulated by Health Canada: (a) prior to delivery Vendor shall obtain, and shall maintain throughout the useful life of the goods, any required Health Canada licenses in respect of the good and all updates and upgrades provided to Purchaser; and (b) unless otherwise agreed by Purchaser in writing, all updates and patches shall be applied by Vendor.



## Inspection and Rejection

Purchaser shall have the right to conduct an inspection within a reasonable time after delivery of goods at Purchaser's facilities, and/or completion of the work, as applicable, and if, in Purchaser's reasonable discretion, any goods are deemed to be damaged, incomplete, or not in conformance with their documentation/required specifications or fit for their intended purpose; or work is deemed to be incomplete or deficient; such goods/work shall be subject to rejection by Purchaser. The making or failure to make any inspection to, or payment for, or acceptance of goods or work, shall in no way impair the Purchaser's right to reject non-conforming goods/work, or to avail itself of any other remedies to which Purchaser may be entitled.

## Complete Agreement

This Purchase Order, together with all documents, drawings and specifications referred to herein, shall, when accepted by the Vendor, constitute the entire contract between the Vendor and Purchaser, and shall not be altered, amended or supplemented without the Purchaser's prior written approval. The Purchaser shall not be bound by any terms or conditions in any of the Vendor's forms or documents including any shrink wrap, click-through, online agreement, user manual insert, or other contract of adhesion. Any of the Vendor's written acceptance of this Purchase Order, or the shipment of the goods, or the commencement of any work hereunder, shall constitute unqualified acceptance and no contrary or additional terms or conditions shall apply. The Purchaser may insist upon strict compliance with these terms and conditions despite any previous custom, practice or course of dealing to the contrary. To the extent that the subject Purchase Order incorporates by reference Vendor's quotation, proposal, policy or other documentation, then any pre-printed or standard terms or conditions contained in such documentation shall not be binding upon Purchaser unless such terms or conditions are reproduced in the Purchase Order. Only an authorized signing officer of Purchaser has authority to bind Purchaser to any amendments of, or additional terms not included in, the Purchase Order or any other contract. Where this Purchase Order is issued in connection with goods or work procured through an RFP process, the terms, conditions and requirements of the RFP ("RFP Terms") shall not merge upon the issuance of this Purchase Order; and the specifications / requirements set out for the goods/work in the RFP Terms are hereby incorporated into this Purchase Order; provided that any specifications/requirements expressly stated (or set out in supplementary terms and conditions referenced) on the face of this Purchase Order, shall take precedence over such specifications/requirements in the RFP Terms, but only to the extent of any inconsistencies therewith. Where a Purchase Order is issued for construction work that is indicated in the Purchase Order to be subject to CCDC2 terms, then such work shall not be subject to these Purchase Order terms and conditions, and instead shall be subject to the CCDC2 terms as amended by Purchaser's CCDC2 supplementary conditions.

## Governing Law

This Purchase Order, and the delivery of the goods and performance of any work under this Purchase Order, shall be construed under and governed by the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable thereto, excluding any conflict of law provisions. Any claims or proceedings instituted by Vendor against Purchaser in relation to this Purchase Order, the goods or work provided hereunder, and/or any RFP by which such goods or work were procured, shall be brought solely in the courts of Ontario, and Vendor shall accordingly attorn to the jurisdiction of the courts of Ontario.