

Purchase order terms and conditions

1. Acceptance - Any terms or conditions not contained in the Purchase order, either oral or written, shall apply regardless of terms attached to the Vendor's own documents of acceptance, unless such terms are specifically agreed to by the Purchaser in writing. Delivery shall in every case constitute an acceptance of the Terms and Conditions hereof to the exclusion of all others.
2. The Purchase Order and specifications or other data referred to herein shall form the entire agreement between the parties.
3. If the seller refuses to accept this order exactly as written, he will return it at once with an explanation.
4. The contract arising out of acceptance of this Purchase Order shall be governed by the laws of the Province of Ontario.
5. Except with prior written consent from the Purchasing Agent or his duly authorized representative, this order must not be shipped or invoiced at prices higher than those shown on the face of this order
6. Where no price is stated on the face of the Purchase Order, the price charged by the Vendor shall not exceed the lowest price being charged at the time of delivery elsewhere under similar conditions.
7. Unless otherwise stated on the face of the Purchase Order, the price shall include all taxes, duties, levies, crating, packaging, freight, and like charges to the point of destination, and all amounts of money stated herein are in Canadian currency.
8. Where the Vendor makes shipping arrangements on behalf of the Purchaser, he shall make a declaration of value to avail the Purchaser of maximum liability of the carrier and shall arrange for adequate all-risk insurance where values are in excess of the carrier's liability. Where the goods are fragile or require special care in packaging, the Vendor shall be responsible to arrange for such special care or packaging.
9. The Vendor agrees to indemnify the Purchaser against any liability for loss, damage, or injury, which shall result from or arise out of failure of the goods to meet specifications or advertised standards. Whereby reason of inherent or latent defect which would not normally be discovered by visual inspection, the goods or materials fail to meet the specifications or advertised standards relating thereto, then the Vendor shall be responsible to replace the goods or correct the defect notwithstanding lapse of time and shall compensate the Purchaser for all loss or damage directly arising out of the said defect.
10. The Vendor agrees to indemnify the Purchaser against any liability which may arise from any action brought against the Purchaser for any infringement or alleged infringement of patents affecting the goods.
11. The City of St Catharines may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom practice, or course of dealing to the contrary.
12. On shipments originating outside Canada, shipper must furnish in addition to commercial invoices, for accounting purposes, properly certified Canadian Customs (M-A) invoices in quadruplicate, in accordance with the Canadian Customs requirements.
13. The Purchaser shall have the right to cancel this order in whole or in part if it is found that materials, goods, or services are not in accordance with the specifications, drawings, or other agreed standards, or the Vendor's advertising and may reject and return at the Vendor's cost, shipments already

received. The cost of such return shall be paid by the vendor.

14. The Purchaser may cancel this order in whole or in part prior to delivery, without cost or penalty except as to payment for any reasonable out-of-pocket expenses incurred by the Vendor which result directly from fulfillment of this order.
15. In the event of strikes, accidents, or unforeseen contingencies causing stoppage of work, the City of St Catharines reserves the right to suspend manufacture and/or delivery.
16. The City of St Catharines reserves the right to cancel this order or any portion hereof if delivery or performance is not made within the specified time and specified manner.
17. Time shall be of the essence to this agreement.