

# **PURCHASE ORDER TERMS AND CONDITIONS**

## **Conditions of Acceptance**

The terms and conditions applicable to Red Deer Polytechnic (RDP) Purchase Order and the formal solicitation document (under which this Purchase Order is issued) constitute the full and complete agreement between the parties.

### **General**

1. No substitutions or exchanges will be made or accepted without authority or approval of the RDP Buyer.
2. For Customs purposes, Vendors must ensure that they supply the appropriate documentation including, but not limited to, a certificate of origin, commercial invoice and where applicable a NAFTA certificate.
3. The Vendor hereby represents and warrants that the goods and services: (a) shall be provided in accordance with the contract terms, industry standards and requirements of law; (b) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; (c) shall be provided free from defects in material, workmanship, design and materials; (d) shall be suitable for the purposes intended; (e) shall be in compliance with all applicable specifications; (f) shall be free from liens or encumbrances on title; and (g) shall not infringe any patent, copyright, trademark or other intellectual or industrial property right. The Vendor covenants that the goods are warranted as described for a period of not less than one (1) year from date of delivery to RDP notwithstanding any RDP inspection, testing, approval, acceptance or payment for the Deliverables.

### **Delivery and Inspection**

4. Time shall be of the essence and the Vendor shall deliver the goods and services in strict accordance with the delivery date, quantity and the requirements as specified in this Purchase Order and any attached specifications.
5. Vendor is responsible for packaging the goods in a manner that they are protected against deterioration and contamination, and are shipped to the destination specified on the Purchase Order, destination prepaid and charged, unless otherwise specified. All shipping charges are to be approved by the Buyer prior to transport. Title and risk of loss or damage shall pass to RDP upon acceptance of goods.
6. All orders are subject to inspection and acceptance by RDP and payment in whole or in part shall not constitute acceptance or approval.
7. If the goods furnished are found to be defective, RDP may reject them, or require the Vendor to correct or replace them without charge, or require a reduction in price which is equitable under the circumstances. The Vendor shall forthwith make the necessary corrections at its own expense as specified by RDP in a rectification notice. If the Vendor is unable or refuses to correct or replace such items within a time deemed reasonable by RDP, RDP may terminate this Purchase Order in whole or in part. The Vendor bears all risks related to rejected Deliverables. The Vendor will reimburse RDP for all transportation costs, other related costs incurred, and overpayments in respect of the rejected Deliverables.
8. RDP reserves the right to cancel this order at no expense to RDP if the goods supplied are below the quality specified or if delivery is beyond the date specified.
9. Packing slips, invoices and/or Safety Data Sheets (as applicable) must accompany each shipment showing RDP's Purchase Order number and itemizing the goods contained therein.

### **Invoicing & Payment**

10. The purchase price specified in the Purchase Order is the complete cost to RDP including all fees, royalties, licenses, taxes, levies and charges or every description including crating, boxing and cartage for delivery (and installation if applicable) of the purchased goods / services at the premises designated by RDP.
11. Unless otherwise stated, the Vendor shall pay all applicable taxes, including excise.
12. Invoices must be forwarded to: Red Deer Polytechnic, Accounts Payable, PO Box 5005, 100 College Blvd, Red Deer, AB T4N 5H5.
13. Unless stated otherwise all funds are payable in Canadian dollars.
14. If the Goods and Services Tax applies, the vendor will invoice in accordance with the Excise Tax Act and include a valid business registration number.

15. RDP's standard payment terms are net 30 days unless otherwise agreed in writing by both parties.

### **Law & Regulations**

16. The Vendor shall comply with and upon the request of RDP, furnish certificates of compliance with all applicable Dominion, Provincial and Municipal Laws, and with all applicable rules, orders, regulations or requirements issued thereunder.
17. This Purchase Order and subsequent contracts are governed by the laws of the Province of Alberta.
18. These standard terms and conditions are meant to supplement but not supersede the terms and conditions of any contract or agreement. In the event of a conflict or inconsistency the terms and conditions of the contract or agreement, will prevail.

### **Insurance**

19. On railway express, postal shipments or courier shipments, where the value of the goods exceeds express company's liability, the Vendor must declare actual value of shipment unless otherwise expressly stipulated. Non-compliance with this stipulation would result in the Vendor assuming full liability if the goods are lost or damaged in transit.
20. The Vendor shall at its own expense and without limiting its liabilities herein, insure its operations under a contract of comprehensive or commercial general liability, with a reputable insurer acceptable to RDP, in an amount not less than \$2,000,000 per occurrence (annual general aggregate, if any, not less than \$2,000,000) insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall extend to include, but not be limited to blanket contractual liability and automotive liability.

### **Indemnity**

21. The Vendor shall indemnify and hold harmless RDP, its employees, servants and authorized agents from all claims, demands, penalties, losses, costs, damage, actions, fines, suits, proceedings, orders or settlements of every nature and kind arising out of or alleged to have risen out of any act or omission of the Vendor, its employees or agents, in the performance by the Vendor of its obligations under this Purchase Order.

### **Assignment/Survival**

22. The Vendor shall not assign or subcontract the provision of the goods or services under this Agreement without the prior written consent of RDP.

### **Non-Exclusive Contract**

23. The Vendor acknowledges that it is providing the goods and services to RDP on a non-exclusive basis. RDP makes no representation regarding the volume required under the Purchase Order. RDP reserves the right to contract with other parties for the same or similar goods or services as those provided by the Vendor and reserves the right to obtain the same or similar goods and services internally.

### **Suspension of Services**

24. RDP may at any time in its sole discretion suspend the performance of the services or delivery of goods for a specified or unspecified time by written notice to the Vendor. Upon receiving the notice of suspension, Vendor shall immediately suspend all operations or delivery of goods except those which in RDP's opinion are necessary to preserve, care for, and protect the services or goods. Vendor shall be entitled to be reimbursed for its reasonable, proper, and actual costs incurred in protecting, caring for, and preserving the services or goods.

### **FOIP**

25. Vendor acknowledges that RDP is a public body and therefore subject to the Freedom of Information and Protection of Privacy Act (FOIP). The records in the possession of, and submitted by, the Vendor in this Purchase Order shall be subject to the disclosure provisions outlined in the Act unless the disclosure would be harmful to the Vendor's business interests.