

PURCHASE ORDER TERMS & CONDITIONS

Regional District of Okanagan-Similkameen

The Vendor, by the execution of this Purchase Order or by the commencement of performance enters into a binding agreement of purchase and sale with the Regional District of Okanagan-Similkameen (the "Regional District") for the supply of the goods and/or services as listed on the face of this Purchase Order subject to these terms and conditions:

This Purchase Order, together with all documents, drawings or specifications incorporated herein, comprises the entire agreement between the parties and supersedes all other previous statements, representations, or agreements, whether oral or written

1. General Terms and Conditions:

A Purchase Order number must be shown on all related invoices, shipping papers, transportation bills, packing lists and correspondence. A separate invoice and packing list must be rendered for each shipment or delivery and mailed or delivered with the goods. All invoices must bear a unique reference (invoice) number.

Any terms and conditions proposed by the Vendor that are inconsistent with or in addition to the terms and conditions of this Purchase Order are void and of no effect, whether provided in an invoice, confirmation of purchase or other instrument.

2. Payment:

Payment by the Regional District shall be made after final acceptance by the Regional District of the goods and services, notwithstanding any previous passing of title to the goods. Unless otherwise stated, payment terms are net thirty (30) days. Payment terms begin the date the Regional District receives the invoice. Prices are to include all packing, handling, taxes, and duties and are otherwise all-inclusive. Goods and Services Tax (GST) and Provincial Sales Tax (PST) if applicable, must be shown separately on the invoice along with the GST and/or PST registration number(s). Where applicable serial numbers are to be shown on the invoice including serial numbers of trade-in equipment.

3. Delivery:

The Vendor must advise immediately of any shortage or delay of any kind. If delivery of goods and services is not completed by the delivery date, the Regional District reserves the right to terminate this Purchase Order in whole or in part and to purchase substitute goods and services elsewhere and charge the Vendor with any incidental or consequential damages that might be incurred.

WHMIS legislation requires suppliers to provide appropriate labels and material safety data sheets for regulated products. No product containing asbestos shall be supplied at any time without written authorization.

4. Inspection:

All goods and services are subject to inspection and approval by the Regional District upon delivery.

The Regional District reserves the right to refuse acceptance of goods and services which are not in accordance with Regional District's specifications or not in compliance with the Vendor's warranty (expressed or implied). Goods not accepted will be returned to the Vendor at the Vendor's expense.

The Regional District will not be deemed to have accepted goods and services by virtue of a partial or full payment for them and in no event unless and until the Regional District gives the Vendor written confirmation of acceptance following the Regional District's receipt, inspection and approval of the goods and services.

5. Title / Warranty / Compliance

The Vendor warrants and represents to the Regional District that it has good and marketable title to the goods, free and clear of any and all claims, charges or other encumbrances, and that it has full authority to transfer title to the goods to the Regional District.

Despite any other term of this Purchase Order, risk of loss or damage to the goods and services will remain with the Vendor until the receipt, inspection and written approval of the goods and services by the Regional District.

All goods supplied by Vendor shall conform to the specifications, drawings, samples or descriptions are provided the goods shall be new and of the best quality. Unless a longer warranty period is specified on the face of the Purchase Order or is otherwise provided, the Vendor warrants that the goods shall be, and remain for a period of twelve (12) months following acceptance by the Regional District, of merchantable quality fit for the purpose for which they are intended and free from defects in workmanship of materials and design, where design is the responsibility of Vendor.

If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the goods and services furnished by the Vendor, or if the goods and services do not conform to the terms and conditions of this Purchase Order, the Regional District may at its option (a) require the Vendor to promptly replace, redesign or correct the defective and non-conforming goods and services at no expense to the Regional District, or (b) the Regional District may replace or correct the defective goods and services and charge the Vendor with all expenses incurred by the Regional District.

All goods, equipment, supplies, labour and workmanship associated with this purchase must conform to all necessary standards for use in Canada and the Province of British Columbia such as CSA, ULC, ETL, WCB, Canadian Weights and Measures, Canadian Electrical Codes, etc.

6. Insurance:

The Vendor shall obtain and maintain during the currency of this Purchase Order, the following insurance at a minimum:

- a) Commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of any services in an amount not less than \$2,000,000 per occurrence; and
- b) Automobile liability insurance for all motorized vehicles (owned and not owned) used in the provision of the services in an amount of not less than \$1,000,000 per occurrence.

The Vendor shall provide proof of such insurance, if so requested by the Regional District.

7. Indemnity:

Vendor shall indemnify and hold the Regional District harmless from and against any and all expenses, actions, causes of action, damages, claims and demands whatsoever, either at law or in equity, arising as a result of or in connection with the performance or non-performance of this Purchase Order by Vendor. Vendor's obligation to indemnify and hold the Regional District harmless shall include, but not be limited to, any cause, action, suit, proceeding claims or demand based upon actual or alleged infringement of any Canadian or foreign letters patent, copyright trade secret or trademark.

8. Waiver and Limitations of Liability:

Waiver by the Regional District of the strict performance of any term, condition, covenant, warranty or agreement in this Purchase Order shall not itself constitute a waiver or abrogate such term, condition, covenant, warranty or agreement, nor be a waiver of any subsequent breach of same or other provision of this Purchase Order.

The Vendor hereby waives and disclaims any right of action or claim against the Regional District (other than for payment of the purchase price set forth on the face of this Purchase Order) for any liability, loss, cost and expense arising directly or indirectly from its supply of the goods and services listed on the face of this Purchase Order.

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9. Worksafe BC

The Vendor shall maintain registration with WorkSafeBC and adhere to all WorkSafeBC practices relevant to the goods and/or services to be delivered by the Vendor under the terms of this Purchase Order.

10. Regional District Supplied Property:

Title to any items which have been supplied to the Vendor by the Regional District, or paid for by the Regional District, in advance of delivery by the Vendor of the goods and services ordered on the face of the Purchase Order, shall at all time be vested in the Regional District. The risk of loss for such items shall remain with the Vendor until delivery to the Regional District of such items, in the same conditions as originally received by the Vendor.

The Vendor hereby agrees to be responsible for any and all loss or damage to the Regional District's property while such property is in its possession or control. Technical information, specifications, drawings, designs, building and floor plans and other documentation relating to the business or activities of the Regional District disclosed by the Regional District to the Vendor pursuant to this Purchase Order shall be held in strict confidence by the Vendor and shall remain the exclusive property of the Regional District and may not be copied or reproduced without the express written consent of the Regional District.

11. Intellectual Property:

The Vendor shall defend, indemnify and hold harmless the Regional District, its members, officers, employees, agents, clients, and the public from any expense, cost, loss, claim, damage, judgment or liability for infringement or alleged infringement of third party intellectual property rights including any patent, copyright, industrial design, trademark or trade secret with respect to the goods and services and their process of manufacture. The Vendor shall at its own expense defend or assist in the defense of, at the Regional District's option, any action in which such infringement is alleged.

12. Compliance with Laws

The Purchase Order and the contract resulting there from shall be governed by the laws of the Province of British Columbia.

13. Assignment:

This Purchase Order shall not be assigned or subcontracted by the Vendor without the prior written consent of the Regional District.

14. Changes / Modifications / Termination:

The Regional District may, upon notice in writing to the Vendor suspend or cancel this Purchase Order, change the quantity, specifications or other attributes of the goods ordered or change the place or time of delivery of such goods. The Regional District shall appraise the value of such suspension, cancellation or change and adjust the purchase price as is reasonably required to reflect the appraisal. No adjustments will be made for goods already delivered.

15. Canadian Standards Association (CSA) and Electrical Safety:

All items produced as a result of this Purchase Order must meet or exceed CSA standards where this standard applies. Any electrical equipment used in performance of the Purchase Order must be certified by an accredited certification organization acceptable to the Regional District. All costs of approval will be at the Vendor's expense.

16. Permits & Licenses:

The Vendor, their employees, agents and vehicles shall have and maintain valid permits and licenses as required by law for the execution of services detailed in the Purchase Order.

The Vendor shall conform to all federal, provincial, and applicable acts and regulations that may apply to the operation of the Purchase Order. The Vendor is required to obtain and pay for all necessary permits, licenses and inspection fees.

Certified copies of required permits/licenses will be made available upon request by the Regional District.

17. Vendor Personnel:

The Vendor represents and warrants to, and covenants with, the Regional District that the Vendor and the Vendor's employees who perform the services, including the Vendor Personnel, have and shall have the education, training, skill, experience and resources necessary to perform the services in accordance with the Purchase Order and the Vendor acknowledges and agrees that the Regional District has entered into this agreement relying on the Vendor's representations, warranties and covenants.

18. Freedom on Information & Protection of Privacy:

The Vendor acknowledges that the Regional District is subject to the Freedom of Information and Protection of Privacy Act ("FIPPA"), that the Regional District may be legally obligated to disclose to a person parts, or all, of this Purchase Order and any documents legally connected to this Purchase Order, and that the authority of the Regional District to refuse to disclose a record containing third party confidential information is limited as set out in Section 21 of the FIPPA.

19. Termination for Default:

The Regional District may terminate all, or any part of, the Purchase Order, by giving written notice of termination to the vendor, which is effective upon delivery of the notice, if:

- a) the Vendor breaches the terms of the Purchase Order and the Vendor has not cured the breach within five days after notice of the breach is given to the Vendor by the Regional District.
- b) the Vendor becomes bankrupt or insolvent, a receiving order is made against the Vendor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Vendor, or the Vendor takes the benefit of any enactment relating to bankrupt or insolvent debtors.