

Purchase Order, High or Low Value**TERMS AND CONDITIONS
including INVOICING INSTRUCTIONS <Ref. No.13>**

Revision – May 16, 2007

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 the University of Guelph (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 University harmless for any expenses caused by the failure to deliver on time, even though the University ultimately accepts delivery of the items or machinery. The Vendor agrees that Purchaser may return part or all of any shipment so made and charge Vendor with any loss or 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 Purchaser 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 is 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 the University of Guelph, but may be retained by the printer, at the discretion of the jobs originator, for possible future use at no charge for handling or storage.

10. APPROVALS

All electrical equipment supplied must be C.S.A. or Ontario Hydro approved at no cost to the Purchaser.

11. CASH DISCOUNT

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

12. G.S.T. (Goods and Services Tax)

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

13. SUPPLIER INVOICING INSTRUCTIONS:

Unless otherwise instructed by the Ordering Department, please mail invoices to:

University of Guelph
Accounts Payable
University Centre, Level 5
50 Stone Rd. E.
Guelph, ON Canada N1G 2W1