Standard Purchase Order Terms and Conditions

1. **Acceptance of Purchase Order**: The Supplier by the Acceptance of this Purchase Order (the “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 specified by the University of Guelph (the "University") in the Order and shall be attached to this Purchase Order.
2. **Time of Essence and Cancellations**: Time shall be of the essence under this Order. In the event of Supplier's failure to deliver as and when specified, University 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 Supplier agrees that University may return part or all of any shipment so made and charge Supplier with any loss or expense sustained as a result of such failure to deliver.
3. **Price**: Unless otherwise specified, the price on this Order represents the complete cost to the University 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 of Order**: The University reserves the right at any time to make changes to this order including 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 Supplier shall notify the University thereof in writing and obtain written approval from the University before proceeding with this order.
5. **Inspection and Rejection**: The goods and services are subject to inspection and test by University at any time and place. If the goods and services are found not in accordance with all the details shown on this Order, the University reserves the right to reject and return goods to the Supplier at Supplier's expense. Supplier bears all risks as to rejected goods and services. Supplier reimburses the University for all transportation costs, other related costs incurred, and overpayments in respect of the neglected goods and services.
6. **Warranty**: By accepting this order, Supplier 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 University'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 University, 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 Supplier to University.
7. **Compliance with Laws**: By the Acceptance of this Order, Supplier represents that it 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 University from any violation thereof.
8. **Patents and Copyright**: By the Acceptance of this Order, Supplier 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 Supplier agrees to defend, protect and save harmless the University against all suits at law or in equity and from all damages, claims and demands whatsoever for actual or alleged infringements of any patent or copyright by reasonable use of the subject matter.
9. **Intellectual Property**: Interllectual property rights include any right that is or may be granted or recognised under any Canadian or foreign legislation or other legal theory (including at common law, civil law or in equity) regarding patents, inventions, copyrights, moral rights, trademarks, industrial designs, trade secrets, know-how, integrated circuit topography, whether registered or unregistered, and including rights in any application, registration, renewal or extension for any of the foregoing. Any intellectual property (which includes anything which is or may be protected by any intellectual property right) developed, and all materials, deliverables and other work product created by the Supplier or its personnel, in the course of providing the goods or services under the Purchase Order, and all intellectual property rights therein, shall be owned by University unless

stipulated otherwise in the Purchaser Order or otherwise agreed to in writing by University. Supplier agrees not to retain, disclose to any third party, or use any such intellectual property owned by University either for the Supplier's own use or for the benefit of others without prior written permission of University. The Supplier shall execute and deliver all documents, do all such things and provide all such assurances as may be requested by University to give effect to the provisions of this section 9.

10. **Approvals of Electrical Products**: Where applicable, all electrical products and devices (electrical equipment) supplied under this Order must bear CSA or equivalent recognized certification markings from the Electrical Safety Authority (http://www.esasafe.com [1]/) indicating approved for use in the Province of Ontario at no cost to the University.
11. **Payment Terms and Invoice**: The calculation of the payment period in accordance with the Payment Terms shown on the Purchase Order shall commence upon all of the following conditions being satisfied: (1) the delivery of the goods or services supplied under the Purchase Order; (2) the acceptance by University of the goods or services supplied; and (3) receipt by University of the Supplier's invoice setting out the Purchase Order number and an itemized description of the goods or services Supplier provided in accordance with the Purchase Order.
12. **Tax:** It is the responsibility of Canadian Suppliers to register and collect the applicable taxes if the Supplier's total taxable income exceeds $30,000 annually.
13. **Customs**: For shipments originated outside of Canada, Supplier is responsible for preparing Canada Customs invoices and other documents required by Canadian customs and other government agencies. Any cost incurred due to Supplier's delay or Supplier's failure to comply with Canadian customs or other governmental regulations shall be paid by the Supplier.
14. **Termination:** University may, at its sole option, terminate this order in whole or in part, without penalty or compensation upon a thirty- (30) day written notice served to the supplier. University will pay the Supplier for the goods and services satisfactorily provided and accepted by the University to the effective date of termination. The termination of this order shall discharge any further obligations of either party.
15. **Insurance:** Supplier and any Sub-contractor used by Supplier in connection with this Order must carry Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance. At University's request, Supplier must provide to University certificates from Supplier's insurers showing that such coverage is in effect and agreeing to give University thirty (30) days' prior notice of cancellation of the coverage. University may require minimum liability coverage depending on circumstances.
16. **Expenses:** Supplier shall be wholly responsible for expenses incurred in the performance of this Order unless the specific term of this Order explicitly provides for reimbursement of expenses. Where the specific term of this Order explicitly provides for reimbursement of expenses, University will reimburse only: 1) the expenses explicitly listed in the specific term of this Order, 2) expenses that are reasonable, necessary and actually incurred in the performance of this Order subject to the following: Travel will only be paid if pre-approved by the Customer in writing. Expenses for travel include transportation and accommodation but do not include meal and incidentals. Hospitality, incidental or food expenses are not allowable expenses under this Order. Hospitality is defined as expenses for people who are not engaged in work for University. The expenses will only be paid for when the original itemized receipts are submitted to University along with invoices.
17. **Indemnification**: Except for damages caused by the negligence of University, Supplier shall defend, indemnify and hold University harmless from all claims, actions, demands, loss and cases of action arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of Supplier.
18. **Services**: Services Supplier shall: (1) perform all work in a good workmanship to University's satisfaction; (2) obtain and maintain full and adequate insurance covering performance of the work; (3) obtain and maintain Worker's Safety Insurance Board (WSIB) coverage and provide both WSIB number and proof of satisfactory standing to University upon request; and (4) comply with all applicable policies, procedures, guidelines, and rules of University, including conflict of interest policies.
19. **Accessibility for Ontarians with Disabilities Act (AODA)**: Suppliers who work with the public (students, staff, faculty, visitors or other third parties) at, or on behalf of, the University must: 1) comply with the accessibility standards established under the AODA by the Ontario government; 2) ensure that training on the requirements of the accessibility standards are provided to their employees who provide goods, services or facilities at, or on behalf of, the University and who participate in developing their organization's policies and procedures; 3) keep records of such training; and 4) provide those records when required by the University.
20. **Dispute Resolution**: Supplier agrees to meet, negotiate, and attempt to resolve, in good faith, amicably,

without litigation, any disagreement, question or difference of opinion with the University as to the interpretation, application, or administration of this Order, including any Invoice (a “Dispute”). If the two Parties cannot resolve any such Dispute within fifteen (15) business days, or such a period as the Parties may subsequently agree, then it shall be submitted to their respective senior representatives with authority to bind the party to meet to resolve the Dispute. If the Parties are still unable to resolve the dispute through negotiations within fifteen (15) business days, or such a period as the Parties may subsequently agree, the parties agree to attempt to resolve the Dispute through mediation by submitting the Dispute to a sole mediator selected jointly by the parties. The Parties agree to participate in good faith in the mediation following appointment of the mediator for such a period as the Parties may agree. Finally, the Dispute shall be resolved by arbitration or litigation, as agreed by the Parties.

21. **Conflict of Interest Declaration**: By the Acceptance of this Order, Supplier agrees to declare any actual or potential Conflict of Interest relating to this Order. If no Conflict of Interest is declared, the Supplier is deemed to have had no Conflict of Interest in activities related to this Order or there is no foreseeable Conflict of Interest in performing the contractual obligations in this Order. The term “Conflict of Interest” means 1) in relation to the procurement process, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage or 2) in relation to the performance of its contractual obligations contemplated in the Order, the Supplier’s other commitments, relationships or financial interest could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations of this Order.
22. **Freedom of Information and Protection of Privacy Act (FIPPA):** Supplier is informed that the University is subject to the Ontario Freedom of Information and Protection of Privacy Act. The University shall use all reasonable efforts to hold all information marked “Confidential” by the Supplier strict confidence where required or permitted by law but shall not be liable for any action as contemplated by Section 62(2) of the Act. If the University’s response to a request under the Act is appealed to the Information and Privacy Commissioner for Ontario, Supplier shall have the burden of proof per Section 53 of the Act. Supplier shall be responsible for all costs related to its confidentiality requirements.
23. **Governing Law**: This Order is to be construed and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

Source URL:https://www.uoguelph.ca/finance/standard-purchase-order-terms-and-conditions

Links
[1] http://www.esasafe.com/