

CITY OF CAMPBELL RIVER - PURCHASE ORDER TERMS & CONDITIONS

1. Conditions of Acceptance

Agreeing to supply any part of this Purchase Order by the Supplier constitutes a contract between the Supplier and the City of Campbell River (the "City") and acceptance of the following conditions.

2. Applicable Law

The terms of this Purchase Order shall be governed and construed in accordance with the laws of the Province of British Columbia including but not limited to the Sale of Goods Act (British Columbia).

3. Supplier Services

1. Supplier agrees to supply goods and/or perform services by qualified personnel as specified on the Purchase Order.
2. All goods shall be new and latest model unless otherwise specified.
3. No substitutions, exchanges, or amendments of the Purchase Order will be made without written approval from the Purchaser.
4. The City reserves the right to cancel this order if goods/services are not acceptable and/or if delivery date is beyond date specified at no expense and at the sole discretion of the City. Cancellation does not limit the City's right to bring action against the Supplier for damages for breach of contract.
5. The Supplier shall not assign or subcontract services under this agreement without the prior written consent of the City.
6. The Supplier warrants that the goods/services do not and will not violate any Canadian or foreign patent, copyright, trade secret, or trademarks. Supplier shall indemnify and hold Purchaser harmless from any and all expenses and claims arising from such violations.

4. Shipping and Risk of Loss

- a. All shipments must be **prepaid** unless otherwise stated.
- b. Packing slips, invoices, and customs documentation must accompany each shipment and be predominantly displayed.
- c. All material shall be suitably packed to ensure proper protection.
- d. The Supplier shall be responsible for insuring and maintaining insurance against "all risks" of accidental loss or damage at all times prior to acceptance of all items supplied to the City.

5. Acceptance of Goods & Services

The goods and/or services shall be subject to inspection and testing within a reasonable time after receipt. If goods do not conform to specifications, fail to meet Suppliers warranties, or deemed damaged or incomplete the City at its option, may:

- a. Reject and return the goods/services to supplier.
- b. Require the supplier at its sole costs to replace goods/services.
- c. Require the supplier at its sole costs to repair goods/services.

The City shall be under no obligation to pay for the goods/services until they have been accepted by the Purchaser.

6. Electrical

All goods/services must meet the British Columbia Electrical Safety Branch or Canadian Standards Association (CSA) requirements. Any costs of any electrical changes required to meet these specifications shall be borne by the Supplier.

7. Time

Time shall be of the essence.

8. Invoices

- a. Invoices must be forwarded to the attention of Accounts Payable at 301 St. Ann's Road, Campbell River, BC V9W 4C7 specifying Purchase Order number and itemizing goods shipped and charged.
- b. Charges for GST, freight, postage, insurance, crating or packaging, etc. must be shown as separate items on invoice.
- c. Upon acceptance of goods and services payment will be made on "NET 30" terms upon receipt of invoice.

9. Required Documentation

Supplier is required to provide the following documentation prior to commencement of services and to remain valid for the term of work:

- a. Minimum \$2,000,000 Comprehensive General Liability insurance with a provision naming the City as an additional insured and a Cross Liability clause.
- b. \$2,000,000 Motor Vehicle Insurance, including Bodily Injury and Property Damage with ICBC on any licensed motor vehicles.
- c. Insurer is required to give the City a minimum of 30 days notice to any insurance changes.
- d. A Certificate of Clearance from WorkSafeBC.
- e. Signed City of Campbell River Safety Covenant.
- f. Written copy of your Health & Safety Program, if applicable.
- g. All other required insurances, licenses, and permits.

10. Indemnification

The successful Supplier hereby releases and shall indemnify and save harmless the City, its officers, employees, officials, agents, contractors and representatives from and against any and all claims, costs, damages, actions, causes of action, losses, demands, payments, suits and expenses, legal fees or liability arising from:

- a. errors, omissions or negligent acts of the Supplier, its officers, agents, members, employees, contractors or subcontractors, or any other person for whom the Consultant is in law responsible in the performances of the Services;
- b. the breach, violation or non-performance of this Agreement by the Supplier, its officers, agents, members, employees, contractors or subcontractors, or any other person for whom the Supplier is in law responsible in the performance of the Services; or
- c. personal injury including death, property damage and loss arising out of, suffered or experienced by any person in connection with or during the provision of the Services under this Agreement, including without limitation WorkSafeBC claims and assessments.
- d. The release and indemnity contained in this section shall apply except to the extent that the claims, costs, damages, actions, causes of action, losses, demands, payments, suits, expenses or legal fees or liability arise from the negligence of the City, its officers, employees, officials, agents, contractors, or representatives.
- e. The Supplier is solely responsible for and shall promptly pay all WorkSafeBC premiums and assessments relating to the performance of the Services under this Agreement, whether by the Supplier, its officers, agents, members, employees, contractors or subcontractors, or any other person for whom the Supplier is in law responsible.
- f. The release and indemnity contained in this section shall survive the termination of this Agreement.

11. Warranty

The supplier warrants that all goods supplied shall conform to the specifications, drawings, samples or descriptions provided. The supplier warrants the goods and services for a minimum of twelve (12) months from date of delivery or installation unless otherwise specified.

12. Entirety of Agreement

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.

13. Waiver

Waiver by Purchaser of the strict performance of any term, condition, covenant, warranty or agreement in this Purchase Order shall not in 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.