

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

Purchase Order General Terms and Conditions

1. **Purchase Order Required:** DPCDSB shall not be responsible for goods and services provided to DPCDSB employees without a Purchase Order issued by the Supply Chain Management and containing a sequential P.O. Number. The Purchase Order shall include attached lists of materials, specifications or drawings shall form a part of the Order where reference is made thereto.
2. **Prices:** Prices shall include all packing, shipping, prepaid cartage, freight and postage, unless otherwise specified on the Order. Prices shown are F.O.B. destination. Vendor shall not execute Order at prices higher than those shown on the Order without the prior written approval of the Supply Chain Management Department.
3. **Payment:** DPCDSB shall pay all invoices for goods and/or services provided pursuant to an authorized purchase order within 45 days of DPCDSB's receipt of an invoice accompanied by all documentation required hereunder or in any other agreement with the DPCDSB. DPCDSB shall not purchase on a C.O.D. basis.
4. **Federal & Provincial Taxes:** Where applicable, taxes shall be shown separately on invoices submitted. All taxes, export duties, fees, banking, charges and other charges incurred on the Commodity shall be the responsibility of Vendor and for Vendor's account.
5. **Delivery Requirements, Invoicing, Signature for Delivery and Proof of Delivery:** Detailed delivery note bearing Purchase Order Number must accompany goods in every case. Detailed invoice covering the goods or services must be sent to the Accounting Department at the address shown on the Purchase Order unless otherwise directed. Signature must be obtained from a Board employee for all deliveries.
6. **Commodities Lost or Damaged in Transit:** Loss or damage of goods during transit is the responsibility of Vendor. Any goods received in a damaged condition must be replaced immediately by Vendor. DPCDSB shall not bear any portion of the cost of such replacement.
7. **Time is of the Essence of this Contract.** In the event that Vendor fails to make timely shipment of the Commodity, DPCDSB may, upon written notice to Vendor, immediately terminate this Contract and/or claim damages arising out of or in connection with such delay in shipment.
8. **Delays in Shipment:** In the event of failure or delay in delivery of the Commodity due to any reason whatsoever, Vendor shall, without prejudice to the other rights of DPCDSB, reimburse to DPCDSB all actual costs incurred by DPCDSB in respect of the Commodity as a result of such failure or delay in delivery of the Commodity. Vendor shall notify the Supply Chain Management Department immediately if it cannot deliver by the date specified on the Order.
9. **Force Majeure:** DPCDSB shall not be liable for any delay or failure in taking delivery of all or any part of the Commodity, or for any other default in performance of this Contract due to the occurrence of any event of force majeure ("Force Majeure") including without limitation any act of God, law, regulation, order, direction or guidance of any government or instrumentality thereof, intervention of civil, naval or military authorities, war or hostilities or the threat of apprehension thereof, warlike condition, riot, civil commotion, insurrection, mobilization, revolution, blockade, embargo, strike, lockout, slowdown, sabotage, fire, explosion, plague or other epidemic, quarantine, prolonged failure or shortage of electric current, shortage of petroleum products, fuel or energy sources or other raw materials, accidents to or breakdown of machinery or plant, unavailability or shortage of shipping space or transportation facilities, port facilities or loading or unloading facilities, perils of the seas, accident of navigation, or any other

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event of any nature whatsoever beyond the control and affecting the activities of DPCDSB. On the occurrence of any event of Force Majeure, DPCDSB shall have the option either (i) to extend the time of taking delivery of the Commodity or performing its other obligations under this Contract during such period as the event of Force Majeure shall continue or (ii) to terminate unconditionally this Contract wholly or partially. In the event of DPCDSB exercising such option, Vendor shall accept such extension of time or termination as the case may be, without any claim against DPCDSB.

10. Vendor's Representations and Warranties: Vendor warrants: (a) the quality, safety, merchantability and fitness of the Commodity for purposes indicated, expressly or impliedly, by DPCDSB; (b) that the Commodity conforms to the samples provided by Vendor to DPCDSB and all specifications and product literature supplied by Vendor or its agents and representatives to DPCDSB; and (c) that the Commodity will be fit and sufficient for the purposes intended. If the Commodity fails to conform to the foregoing warranty, Vendor shall, at its own expense, render DPCDSB or any party claiming through DPCDSB all such service or assistance as DPCDSB may reasonably request in enforcing the aforementioned warranty.

11. Vendor's Intellectual Property Representations and Warranties: Vendor represents and warrants that the Commodity and its use and distribution by DPCDSB does not infringe upon the intellectual property and other rights of any person, firm or corporation. Vendor shall indemnify and hold DPCDSB forever harmless from (i) any product liability, and (ii) all liability for infringement of patent, trademark, brand, utility model, design, pattern, copyright or other industrial property rights in the Commodity. Vendor shall obtain and maintain for a period of at least two years following the last shipment hereunder product liability insurance in the minimum amount of \$2,000,000 with insurers satisfactory to DPCDSB.

12. Vendor's Default: In the event that Vendor fails to perform any provision of this Contract or of any other contract with DPCDSB, or is in breach of any express or implied term hereof, or becomes insolvent, or makes an assignment for the benefit of its creditors, or is adjudicated bankrupt or suffers a receiver to be appointed to its business, or makes a material liquidation of its assets, or ceases to do business or to exist, DPCDSB reserves the right to terminate unconditionally this Contract or any part hereof or any other contracts with Vendor, to reject the Commodity or to dispose of it for the account of Vendor at a time and price which DPCDSB deems reasonable, and Vendor is bound to reimburse DPCDSB for any loss or damage sustained therefrom.

13. Rights and Remedies Cumulative: The rights and remedies of DPCDSB hereunder are cumulative and in addition to DPCDSB's rights, powers and remedies existing at law all of which are expressly reserved. No failure by DPCDSB to give written notice of any default by Vendor in performing any provision of this Contract shall constitute a waiver thereof, nor shall any delay by DPCDSB in enforcing any of its rights hereunder or at law be deemed a waiver of such rights nor shall a waiver by DPCDSB of any default of Vendor be deemed a waiver of any other or subsequent default.

14. No Assignment by Vendor: Vendor shall not transfer or assign this Contract or any part hereof without DPCDSB's prior written consent.

15. Arbitration: All disputes, controversies or claims arising out of or in connection with this Contract in any manner whatsoever including without limitation respecting its formation, execution, validity, application, interpretation, performance, breach, termination, enforcement and the damages and/or other remedies resulting from breach, non-performance or non-compliance with this agreement shall be finally determined under the *Arbitrations Act* (Ontario). The award shall be final and binding upon the parties hereto, and judgment on such award may be entered in any court or tribunal having jurisdiction thereover.

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16. **General Contractual Terms:** This Contract constitutes the entire agreement between the parties hereto with respect to the Commodity covered hereby and to the extent of the Commodity supersedes all prior or contemporaneous communications or agreements with regard to the subject matter hereof, except any public procurement documents issued by DPCDSB in connection with the commodity. This Contract may not be modified or terminated nor may any right be waived except either in writing signed. This purchase order and the contract resulting therefrom shall be governed by and construed in accordance with the laws of the Province of Ontario. Section headings have been inserted for ease of reference and do not form a part hereof.

17. **Access to School Yards:** Vehicles shall not enter or be parked in school yards without first obtaining the authorization of the school Principal or designate. All drivers must report to the school office to obtain approval.

18. **Driving in School Yards:** When a vehicle is being driven in the school grounds, the driver must comply with the following: (a) vehicles shall not be driven in the school yard when it is crowded. Drivers shall wait for the yard to be clear before entering or leaving, e.g. after recess, lunch, etc.; (b) vehicles must not be driven at a speed exceeding 8 kilometers per hour (5 miles per hour); (c) no vehicle shall be backed up unless there is a person on foot to guide the driver (except in designated parking areas); and (d) when returning to an unattended vehicle, the driver must circle the vehicle to ensure that no child is hiding behind or under the vehicle before it is driven.

19. **Accidents:** All accidents which occur on a school property, no matter how minor, must be reported immediately to the school Principal.