

Purchase Order TERMS AND CONDITIONS

THIS PURCHASE ORDER (PO) IS STRICTLY LIMITED TO ITS TERMS AND CONDITIONS AND ANY COUNTER-OFFERS OR CHANGES OF TERMS PROPOSED BY THE SUPPLIER ARE HERBY REJECTED, UNLESS SPECIFICALLY AGREED TO IN WRITING BY MCMASTER UNIVERSITY.

Terms:

1. No PO will be recognized unless issued on the University's PO Form and duly signed.
2. The Supplier shall display the complete PO number prominently on all packages, invoices, correspondence, customs documentation, bills of lading and packing slips and ensure that packing slips accompany all shipments. Packing lists are to be enclosed in a marked separate envelope, **INSIDE THE PACKAGE**. In case of multiple packages, mark the package containing the packing list.
3. McMaster University shall pay to the Supplier all amounts in Canadian funds net thirty (30) days from invoice receipt or satisfactory delivery of goods or services, whichever is later, unless otherwise noted on the PO. McMaster University shall calculate any cash discount from the date of receipt of invoice.
4. The price on the PO is the total cost and includes all fees and charges of any kind including patent, permit, inspection, royalty and license fees, charges for crating, boxing, cartage and re-stocking, and government tax levies, unless otherwise stated on the PO.
5. All applicable taxes are specified on the PO.
6. All electrical or electrical components and equipment supplied must have the CSA and/ or Ontario Electrical Safety Code approval and be certified for the intended use in Canada by a certification organization accredited with the Standards Council of Canada Act.
7. Material Safety Data Sheets (MSDS) and appropriate labels must accompany all hazardous products as defined under the federal Hazardous Products legislation and provincial WHMIS legislation.
8. The University 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 Supplier shall notify the University thereof and obtain written approval from the University before proceeding with this order.
9. McMaster University, in its sole discretion and without cause, may terminate this agreement at any time within two (2) business days after the effective date of the agreement, without incurring any liability for lost profits, costs or expenses incurred or any other damages.
10. Suppliers outside Canada shall provide Canada Customs invoices with completed, acceptable shipment documentation to McMaster University's customs broker as noted on the PO.

Conditions:

11. Time shall be the essence and the Supplier shall deliver the goods and services in strict accordance with the delivery date, quantity and the requirements as specified in this PO and any attached specifications.
12. The goods are subject to inspection and approval, following delivery for a period of not less than sixty (60) days notwithstanding prior payment. In the event any of the goods are rejected by McMaster University, in its sole discretion, McMaster University is entitled to return such goods at the Supplier's expense and the Supplier shall credit McMaster University accordingly within fifteen (15) day of return of the goods.
13. Notwithstanding delivery of the goods, title to the goods remain with the Supplier until McMaster University has inspected and approved of the goods or sixty (60) days has passed after delivery without McMaster University rejecting the goods.
14. The Supplier represents warrants and covenants that the goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right.
15. The Supplier represents, warrants and covenants that the goods are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all manufacturer and McMaster University specifications and are fit for their ordinary purpose, unless McMaster University has made a particular purpose known to the Supplier, in which event the goods are fit for that particular purpose as well.

16. The Supplier covenants that the goods are warranted as described for a period of not less than one (1) year from date of delivery to McMaster University notwithstanding any McMaster University inspection, testing, approval, acceptance or payment for the goods, materials or equipment, unless otherwise stated on the PO.
17. In the event of any breach of warranty at law or pursuant to this PO by the Supplier, at any time during the one (1) year warranty period, the Supplier shall, at McMaster University's option, repair or replace the goods with an equivalent or better product at no additional cost to McMaster University within fifteen (15) days of McMaster University's notification to do so.
18. For the services, the Supplier shall:
 - a) perform all work in a good and workmanlike manner to the full satisfaction of McMaster University.
 - b) obtain and maintain full and adequate insurance covering performance of the work, which is to be available to McMaster University upon request.
 - c) obtain and maintain Worker's Safety Insurance Board coverage and provide both WSIB number and proof of satisfactory standing to McMaster University upon request; and
 - d) comply with all applicable policies, procedures, guidelines, and rules of McMaster University including conflict of interest policies.
19. The Supplier may not assign or subcontract this PO or any subsequent contract arising there from without the prior written permission of McMaster University.
20. The Supplier shall provide the goods and services in strict compliance with all laws, regulations, codes and standards of Canada, at the sole cost of the Supplier.
21. The Supplier shall indemnify and save harmless McMaster University, its officers, Board of Governors, employees, contractors, students and agents from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines, cost and expenses including legal fees or other proceedings of any kind or nature directly or indirectly arising out of any breach or inaccuracy of any representation, warranty or covenant, performance of the services or supply of the goods, including but not limited to personal injuries to anyone, breach or alleged breach of intellectual property laws, environmental non-compliance, product liability and property damage.
22. These Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive bid document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions of the competitive bid document contract or agreement, will govern
23. This Agreement is to be construed and governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for same do not apply
24. Where applicable, the Supplier shall ensure full compliance with AODA (Accessibility for Ontarians with Disability Act)
25. If applicable, for Purchase Orders funded by a United States Department or Agency: The Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this type of transaction by any United States Federal Department or Agency. Any change in the debarred or suspended status of the Supplier while the Purchase Order is open must be reported immediately to McMaster University.