

Town of Milton Purchase Order Terms and Conditions

Official Form: No responsibility will be accepted for any order, unless it is issued on an official form (i.e. Purchase Order) and duly signed. No variation of this order will be recognized, unless such variation has been approved change order.

The supplier, as the final negotiated price applicable, accepts purchase Price – the purchase price indicated on the face of this purchase order: Any variance from this price must be negotiated and approved by a change order issued from the Purchasing Division.

Acceptance by the Seller: Unless otherwise provided herein, any written acknowledgement of this order of the delivery of any supplies of the furnishing of any services in accordance with the purchase shall constitute acceptance by the Seller of this purchase order, subject to all its terms and conditions.

Unfilled Orders: All unfilled orders outstanding for longer than 30 days are subject to cancellation without any obligation to the Town of Milton.

Shipping Instructions, FOB Point: Shipments must be made according to shipping instruction and FOB point indicated on order. If none is stated it is assumed that it is FOB – Town of Milton prepaid and allowed. Collect shipments will not be accepted by the Town of Milton, unless specifically noted on the purchase order.

Boxing, Packaging: No boxing, packing or cartage charges will be allowed by Purchaser unless specifically authorized on face of this order.

Dies, Tools, Jigs: All items manufactured to the Purchaser's specifications and without intending to restrict the generality of the foregoing, including dies, tools, jigs, patterns, gauges, paid for by the Purchaser, are to be delivered upon request by the Purchaser.

Risk and Expense of the Supplier: Any materials used, labour or service expended to provide an estimate or quotation for work or service, prior to approval or disapproval by the Purchaser of such estimate or quotation, shall be at the risk and expense of the Supplier.

Save Harmless: The Seller shall be responsible for and shall save harmless and indemnify the Purchaser from and against all loss, costs, damages, suits, claims and demands of every nature whatsoever arising out of or by reason of the performance or purported performance of the contract by the Seller including without limitation those made or sustained in respect of property damage, personal injury (including death) and infringement of copy right, trademark, patent of invention, violation of provincial or federal regulation, or municipal ordinance.

Required Insurance of a Subcontractor or Supplier: The contractor shall provide evidence of Worker's Compensation insurance as required by law. The contractor shall also provide evidence of Comprehensive Liability and Automotive Liability insurance with limits of \$2,000,000 combined single limit or its equivalent, naming the Corporation of the Town of Milton as "additional insured."

Strikes, Accidents: In the event of strikes, accidents or unforeseen contingencies causing stoppage of work, the Town reserves the right to suspend manufacture and/or delivery.

Warranty: Seller warrants that the articles and work supplied hereunder will be fit and sufficient for the purpose intended; that they will conform to the specifications, drawings or samples furnished or adopted by the Purchaser, and will be merchantable, of good quality and free from defects in material and workmanship.

Guarantee: During the period of one year or a longer period if required and stipulated therein from the date of acceptance of the material by the Purchaser, the Seller shall repair and make good, without cost to the Purchaser, any damage, defects or faults resulting from nonconforming materials furnished by the Seller. Payment shall not constitute an implied acceptance of the material. Seller shall be responsible for all costs incurred for delivery and return of all nonconforming material.

Material Safety Data Sheets: Must be provided, prior to or with the receipt of goods, for any hazardous materials on this order. If data sheets have not been received, goods will be shipped back to supplier at supplier's expense.

Blanket/Contract Orders Release Authorizations: If this order is a blanket order it shall not be binding on the Purchaser except to the extent that the Purchaser shall commit itself with a signed release order issued to the Seller. It is understood that the Purchaser is not obliged to issue any release authorization whatsoever.

Contractor/Consultant Evaluations: The quality of performance related to this contractor may be subject to the Town's Prime Contractor or Consultant Evaluation program.

Harmonized Sales Tax: Must be shown as extra on all invoices.

Lump Sum Payment: Unless otherwise stated in writing, terms of payment shall be net 30 days from the date of receipt of the invoice or net 30 days from receipt of goods or completion of work as determined by the Project Manager, whichever is later.

Mail invoice to: Corporate Services, Accounts Payable Division, Town of Milton, 150 Mary Street, Milton, ON L9T 6Z5, with the purchase order number clearly marked.

Discount Terms: If a discount is allowed for payment within a certain time, the time for taking the discount will not begin until the date of the receipt of the invoice or the date of the delivery of the goods, whichever is later. However, if an invoice is returned for correction, the time for taking the discount will not begin to run until the date of the receipt of the corrected invoice.

Over shipment: All over shipments made is the Seller's responsibility. The Purchaser reserves the right to reject and return, at the Seller's expense, any good in excess of the quantity ordered at the Seller's expense.

Advertising: The Seller shall not, except with the consent of the Purchaser in writing, release information relating to this order for advertising, promotional or technical purposes or otherwise give it publicly in any fashion, nor shall the name of the Purchaser be used for, or in connection with, any advertising or promotional purpose of the Seller.

Patents: The Seller agrees to indemnify and save harmless the Purchaser from any claim or action from the alleged infringement of any patent or trademark or infringement of copyright as a result of the use or sale of these goods.

Extras: No charges for extras will be allowed unless they have been ordered on this purchase order or by a change order issued by the Purchaser.

Compliance with the law: The Purchaser and the Seller agree that the bid document, this purchase order and any schedules attached to this purchase order shall be governed by and construed according to the laws of the province of Ontario where the Purchaser's office issuing the order is located and the courts of such province of Ontario shall have sole jurisdiction. The Seller agrees to and attorns to the jurisdiction of the province of Ontario including all executions and processes issued therefrom.

Delay: In the event of delay in delivery or services, the Purchaser may terminate the contract and hold the Seller responsible for any damages.

Hazardous Goods: Goods must be transported by the Seller or Seller's agent in accordance with all relevant federal and provincial legislation covering the handling and transportation of all hazardous and dangerous goods.