

# Standard Terms and Conditions for Purchase Orders (PO)

## Application of Terms and Conditions

These Terms and Conditions are incorporated into any duly issued City of Camrose (the "City") PO and will apply to, and be binding on, the identified Supplier on the PO.

## Complete Contract

The PO, including the following terms and conditions, the specifications hereto and any additional terms and conditions incorporated into and attached hereto, shall constitute the entire agreement between the parties for the goods and/or services covered by the PO. No revisions or modifications of the terms of the PO shall be binding on the City unless given in writing by an authorized employee or agent of the City and confirmed by an official amendment to the PO.

These Terms and Conditions are superseded when a duly executed contract between the parties takes precedence.

## Required Documentation

Failure to meet the following requirements may result in the goods being returned at the Supplier's cost or invoices being rejected.

1. The PO number must be shown on all related invoices, shipping documents, transportation bills, packages, packing lists and correspondence.
2. A separate invoice must be generated for each shipment or delivery.
3. A packing list is to be included with each shipment.
4. Where applicable, serial numbers are to be shown on the invoice including serial numbers of trade-in equipment.
5. The Supplier shall provide the appropriate labels and Material Safety Data Sheets (MSDS) for WHMIS regulated products.

## Offer and Acceptance

The Supplier, by the execution of this PO or by the commencement of performance enters into a binding agreement of purchase and sale with the City for the supply of the goods and services as listed on the PO subject to these terms and conditions.

The City's placement of this PO with the Supplier is expressly conditioned upon the Supplier's acceptance of all the terms and conditions contained on, attached to, or expressly incorporated by reference in this PO.

## Price and Price Adjustments

The price(s) agreed to by the City and the Supplier may not be adjusted unless agreed upon in writing by an authorized employee or agent of the City

## Invoices and Payment

All invoices shall be sent to [payables@camrose.ca](mailto:payables@camrose.ca)

Prices are to include all packing, handling, duties and are otherwise all-inclusive.

Taxes are to be shown separately on all invoices.

Unless otherwise stated, payment terms are net thirty (30) days from the invoice date.

## Delivery

Delivery of the goods and/or completion of the services will be made free and clear of all liens and encumbrances within the time frame, and to the destination stipulated by the City.

In the event of failure to meet this Condition, the City may, at its sole discretion, cancel the purchase of the goods and/or services without liability or penalty, and the Supplier will be held liable for any and all expenses or losses resulting from such failure. The City will also be entitled to the return of all monies paid by the City with respect to the purchase.

## Order Fulfillment

The Supplier must immediately advise the City of a shortage or delay of any kind. If delivery of goods and services is not completed by the delivery date, the City reserves the right to terminate this PO in whole or in part and to purchase substitute goods and services elsewhere and charge the Supplier with any incidental or consequential damages that might be incurred.

## Substitutions

The substitution of product and/or materials will not be accepted unless it conforms to the City specifications and is equal or better in performance, durability, availability and value. A substitution must be authorized in writing by an authorized employee or agent of the City before it is provided.

## Warranty

Without limitation to any additional warranties provided by the Supplier (whether indicated on the PO or otherwise provided) or to any other rights or remedies the City may have, the Supplier warrants that:

1. All goods shall be of merchantable quality and free from defects in workmanship and materials.
2. All goods shall strictly conform to applicable samples, specifications and drawings.

3. All goods and services shall be fit for the purpose intended by the City.
4. All goods shall be free and clear of all liens, charges and encumbrances.
5. The goods and services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies.
6. The shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations.
7. The goods and services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the PO or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the goods and services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the goods and services furnished by the Supplier, or if the goods and services do not conform to the terms and conditions of the PO, the City may at its option:

1. require the Supplier to promptly replace, redesign or correct the defective and non-conforming goods and services at no expense to the City, or
2. the City may replace or correct the defective goods and services and charge the Supplier with all expenses incurred by the City. The Supplier agrees to indemnify and save harmless the City, its members, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Supplier hereunder.

#### **Software**

It is the Supplier's responsibility to ensure that the City has all licenses required to use any software that may be supplied by the Supplier pursuant to the PO.

#### **Permits and Licenses**

The Supplier, their employees, agents and vehicles shall have and maintain valid permits and licenses as required by law for the execution of the services detailed in the PO.

The Supplier shall conform to all federal, provincial, and municipal legislation and regulations that may apply to the operation of the PO. The Supplier is required to obtain and pay for all necessary permits, licenses and inspection fees.

Certified copies of required permits/licenses will be made available upon request by the City.

#### **Insurance**

The Supplier must, at its sole cost and expense, obtain and maintain in force commercial general liability insurance with a minimum combined single limit of liability of two million dollars (\$2,000,000.00) per occurrence, which must include the City as an additional insured. Such policies of insurance must:

- a) cover bodily injury, property damage, products and completed operations liability, and advertising injury, and
- b) be incapable of being cancelled or substantially amended without first giving thirty days prior notice to the City.

The Supplier must provide evidence of the required insurance coverage upon request from the City. The Supplier must, upon request, provide the City with a certificate from the Workers Compensation Board confirming that the Supplier is registered and its account is in good standing.

#### **Inspection**

All goods and services are subject to inspection and approval by the City upon delivery. The City reserves the right to refuse acceptance of goods and services which are not in accordance with City's specifications or not in compliance with the Supplier's warranty (expressed or implied). Goods not accepted will be returned to the Supplier at the Supplier's expense. The City will not be deemed to have accepted goods and services by virtue of a partial or full payment for them and in no event unless and until the City gives the Supplier written confirmation of acceptance following the City's receipt, inspection and approval of the goods and services.

#### **Indemnity**

The Supplier agrees to indemnify and save harmless the City, its members, employees, assigns, agents and clients from any liability, loss, cost (including legal costs on a solicitor and own client full indemnity basis) and expense arising directly or indirectly from claims, proceedings and investigations ("Losses") to the extent such Losses are caused or contributed to by any breach of this agreement by the Supplier or negligence or willful misconduct by the Supplier or other party for whom the Supplier is responsible.

#### **Waiver and Limitations of Liability**

The City is not liable for any death, injury or damage to the persons or property of the Supplier or of its employees, agents or contractors, except where such damage, loss or injury has resulted from the proven negligence of the City, its agents, or employees. Without limitation to the foregoing, the City will not in any event be liable to the Supplier for any consequential damages or third-party liabilities, and in no event will the City for any reason be liable to the Supplier for

an amount in the aggregate exceeding the purchase price set forth in the PO.

### **Confidentiality**

Technical information, specifications, drawings, designs, building and floor plans and other documentation relating to the business or activities of the City disclosed by the City to the Supplier pursuant to this PO shall be held in strict confidence by the Supplier and shall remain the exclusive property of the City and may not be copied or reproduced without the express written consent of the City.

### **Conflict of Interest**

The Supplier shall not engage in any activity that would create a conflict of interest in its dealings with the City or otherwise interfere with its ability to faithfully carry out the goods or services required under this PO.

### **Governing Law**

This PO is governed by and interpreted in accordance with the laws of the Province of Alberta and the Supplier agrees any matter arising out of or related to this PO must be determined by the Alberta courts sitting in Edmonton unless otherwise agreed to by the City and the Supplier.

### **No Promotion of Relationship**

The Supplier must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City.

### **Assignment**

This PO shall not be assigned or subcontracted by the Supplier without the prior written consent of the City.

### **Changes/Termination**

In the event of any default by the Supplier in its obligations set out in this PO, the City may terminate this PO without limitation to any other rights or remedies it may have. Without limiting the foregoing, the City also reserves the right to cancel or terminate this PO at any time upon written notice to the Supplier, in which case the City shall be responsible only for payment of the work completed up to the date of such termination together with any reasonably incurred expenses by the Supplier prior to or directly arising from the termination. In no event shall the City be responsible for any other costs or damages of any kind, including without limitation any consequential or indirect damages or for any loss of profit.

The City also reserves the right at any time to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and the place or timing of delivery. If any such change causes a change in the cost of or the time required for performance of this PO, an equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this purchase order shall be binding on the City unless in writing and signed by an authorized agent of the City.

### **Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where delay or failure is caused by an event beyond its reasonable control, such as natural disasters, acts of war, insurrection and terrorism. If a party seeks to rely on a force majeure event, that party shall immediately notify the other party of the reason for any anticipated period of delay and is responsible for taking all reasonable measures to mitigate the effects of any such delay.