

The Corporation of Norfolk County
Purchase Order Terms & Conditions

“**Owner**” shall mean the Corporation of Norfolk County

“**Contractor**” herein is also referred to as a “**Supplier**” and/or a “**Vendor**” and shall mean the person or firm to whom the award is made and with whom a Contract is signed for the Deliverables

1. **AODA:** Prior to the commencement of any work on property of Norfolk County, the Contractor shall furnish evidence of compliance with the requirements of Section 7 and 80.49 of Ontario Regulation 191/11, Integrated Accessibility Standard Regulation, under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA)
2. **Acceptance:** In accepting this Order, it is understood that the Vendor agrees to all terms and conditions related to it.
3. **Assignment:** No assignment of this Contract shall be made by the Vendor without the written Consent of the County.
4. **Cancellation:** Failure to comply with specifications and Terms and Conditions of this Order, or to deliver material in accordance with Vendor’s promise shall be grounds for cancellation by the County without penalty.
5. **Delay:** In the event of delay in delivery or services, the Owner may terminate the contract and hold the Contractor responsible for any damages.
6. **Delivery:** The receipt of Goods by a carrier shall not be deemed to be receipt by the County, and the title to the Goods shall not pass to the County until they are delivered at their destination to a staff member or agent of the County.
7. **Documentation:** Prior to the commencement of any work, repair and/or installation being provided to or on County property, current documentation as requested and as applicable to the scope of the work must be provided to Norfolk County
8. **Equipment:** New and repaired equipment, equipment on loan, and equipment on trial, must pass inspections for safety, performance and compliance with manufacturer’s specifications prior to acceptance. The warranty period, if any, shall begin on the date that incoming inspection is passed. New Equipment and Equipment on trial must also be provided with a minimum of two complete user manuals including instructions for use, warnings of potential hazards, parts lists,

schematics, and service and maintenance requirements. Payment to Vendors will not be authorized until these conditions are fulfilled.

9. **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 Manager or designate.
10. **Hazardous Goods:** Goods must be transported by the Contractor or Contractor's agent in accordance with all relevant federal and provincial legislation covering the handling and transportation of all hazardous and dangerous goods.
11. **Inspection:** The County will receive Goods shipped but reserves the right to inspect the same after delivery and to return all or any portion of it at the Vendor's expense if found to be defective, damaged or not in compliance with the requirements of this Purchase Order, including any specifications and/or drawings.
12. **Insurance:** An acceptable liability insurance document, adding Norfolk County as an additional insured, must be submitted with the originating department/division of this Purchase Order before the commencement of any work, repair, or installation.
13. **Laws and Regulations:** The Vendor shall comply with relevant federal, provincial and municipal regulations and by-laws pertaining to the Work and its performance. The Vendor shall be responsible for insuring similar compliance by its suppliers and subcontractors. This Purchase Order shall be construed according to the Laws of the Province of Ontario.
14. **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 Manager or designate, whichever is later.

Mail invoice to: accounting@norfolkcounty.ca, with the purchase order number clearly marked.

H.S.T and all other applicable taxes shall be shown as extra on all invoices.

15. **Material Safety Data Sheets:** For each controlled product ordered, an MSDS conforming to the WHMIS 2015 legislation must accompany each shipment of the Goods.
16. **Mutual Indemnification:** Each party (the "First Party") shall indemnify and hold harmless the other party and its officers, directors, employees, assignees, licensees, sublicensees, customers and agents (the "Other Party") from any and all

claims, losses, liabilities, damages, actions, debts, expenses and costs (including without limitation legal fees and court costs) which result from and/or are based on the acts, omissions, default or negligence, of the First Party or those for whom the First Party is at law responsible (a "Claim"), including, but not limited to, failure to pay any amounts to the Board or any government agency. From the date of written notice from the Other Party to the First Party of any Claim, in addition to any rights the Other Party may have at law, the Other Party shall have the right to withhold from any payments due to the First Party under this Agreement the amount of the Claim plus any defence costs and reasonable amounts as security for the First Party's obligations under this section; without limiting the generality of the foregoing, Contractor agrees that it will indemnify and hold County harmless if Contractor or its employees, agents, and those for whom it is at law responsible make any claims for any payments from County, including, but not limited to, pursuant to the *Workplace Safety and Insurance Act, 1997, S.O. 1997, c.16.*; this clause shall survive the termination of this agreement, regardless of anything in this agreement to the contrary.

17. **Packing Slip:** Packing slips must accompany each shipment. THE COUNTY PURCHASE ORDER NUMBER must appear on all packing slips.
18. **Patents:** The Contractor agrees to indemnify and save harmless the Owner 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.
19. **Plans:** If there is a formal Contract between the Vendor and the County that refers to plans or specifications the same shall be deemed to be incorporated in and be part of this Order and any plans, blueprints, patterns, etc. furnished by the County to the Vendor shall not be published or disclosed by the Vendor to any other person or corporation and shall be returned to the County upon completion of this Order.
20. **Pricing:** Unless otherwise stated, the prices quoted on this Purchase Order shall be payable in Canadian funds; FOB Norfolk County, Ontario, Canada and shall include any Excise Taxes and applicable duty. All applicable taxes such as the Harmonized Sales Tax, if applicable, shall be shown extra and separately. If no prices are specified, the price shall not exceed the lowest price charged by the Vendor to the County for similar Goods/Services or the lowest price charged by the Vendor on similar Goods/Services sold elsewhere, or the price last quoted to the County, whichever is the lowest. Unless otherwise stated, the price shown on this Contract shall include all necessary packaging and shipping costs to the point shown as the destination of the Goods. Any variance from this price must be negotiated and prior approval in writing by the Manager or designate.
21. **Shipment:** Time of delivery shall be of the essence in this Order and failure of the Vendor to deliver all or any part of the Goods/Services ordered at the time or

times specified shall confer on the County the right to cancel this Order at its option without penalty. Quantities received in excess of quantities specified may be returned at the Vendor's expense if not agreed upon by the County.

22. **Shipments from outside Canada:** For shipments from outside Canada, properly certified customs invoices should be mailed separately to the County at the time shipment is made. A copy of customs invoices is to accompany the shipment with the bill of lading.
23. **Signature:** Signature must be obtained from a County employee for all deliveries, including the employee's name clearly printed.
24. **Supplier/Contractor/Consultant Evaluations:** The Contractor should be aware that the County has in place a rating system to evaluate the Contractor's performance throughout the length of the Contract. The evaluation is a tool to provide feedback to the Contractor on its performance. It will also be used as a reference when requested by other municipalities or agencies. Copies of the completed evaluation form will be forwarded to the Contractor. Blank copies for the Contractor's information are available upon request from the County.
25. **Supplier Unloading, Placing or Installing Responsibility:** Where the Vendor is responsible for unloading and placing or installation of goods and has not so arranged, the County is authorized to undertake this work at the expense of the Vendor and the County will not be responsible for any damage to the Goods resulting from such action on the part of the County.
26. **Value Declaration:** The Vendor will be held liable for any loss resulting from an improper value shown on shipping papers
27. **Variations:** No variation to these Terms & Conditions will be recognized, unless such variation has been authorized in writing by the purchasing authority.
28. **Warranty:** All Goods must carry a minimum one-year warranty from time of receipt at the County or time of installation or time of acceptance, whichever is later.
29. **WSIB:** Where applicable, the Vendor will forward to Norfolk County every one hundred and eighty (180) days during the Term:
 - a. a valid Certificate of Clearance from the Workplace Safety and Insurance Board each time work is to be conducted on the County's premises , or
 - b. proof of Independent Operator status (for those not included in the "Class G: Construction List", as of January 1, 2013), or
 - c. proof of "Employer by Application" status