

PURCHASE ORDER TERMS and CONDITIONS

1. **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 furnished by the County to the Vendor shall not be published or disclosed by the Vendor to any other person or corporation and shall be returned to the County upon completion of this Order.
2. **ACCEPTANCE:** In accepting this Order, it is understood that the Vendor agrees to all terms and conditions related to it.
3. **VARIATIONS:** No variation to these Terms & Conditions will be recognized, unless such variation has been authorized in writing by the purchasing authority.
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. **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.
6. **C.O.D.:** C.O.D.'s will only be accepted upon prior approval by Norfolk County.
7. **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.
8. **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. Discounts shall be calculated from the time the goods/services are received by the County, or the date on which satisfactory invoices are received by the County, whichever is the later.
9. **INDEMNIFICATION:** The Vendor agrees that it will continuously save, keep harmless and fully indemnify the County, its elected officials, employees and agents and its successors and assigns from and against all actions, claims and demands whatsoever which may be brought against or made upon the County, and the Vendor also agrees that it will continuously save, keep harmless and fully indemnify the County, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the County may incur resulting from or arising out of the Vendor's failure to exercise reasonable care, skill or diligence in their performance or rendering of any Goods/Equipment or Services to be performed or rendered by the Vendor, pursuant to this Order.
10. **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.
11. **SIGNATURE:** Signature must be obtained from a County employee for all deliveries, including the employee's name clearly printed.
12. **ASSIGNMENT:** No assignment of this Contract shall be made by the Vendor without the written Consent of the County.
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. **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.
15. **PACKING SLIP:** Packing slips, PREFERABLY IN DUPLICATE, must accompany each shipment. THE COUNTY PURCHASE ORDER NUMBER must appear on all packing slips.
16. **VALUE DECLARATION:** The Vendor will be held liable for any loss resulting from an improper value shown on shipping papers.
17. **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.
18. **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.
19. **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.
20. **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 6 of Ontario Regulation 429/07, Accessibility Standard for customer Service, under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA).
21. **WSIB:** A current certificate of clearance showing coverage under the provisions of the Workplace Safety and Insurance Board.
22. **INSURANCE:** An acceptable liability insurance document, adding Norfolk County as an additional insured, must be submitted with the originating department/division of this Order before the commencement of any work, repair, or installation.
23. **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
24. **MATERIAL SAFETY DATA SHEETS:** For each controlled product ordered, an MSDS conforming to the WSMIS legislation must accompany each shipment of the Goods.