



## GENERAL CONDITIONS OF PURCHASE

1. **INTERPRETATION**  
Throughout these conditions;  
Conservation Halton shall be referred to as "the buyer".  
"Goods" shall refer to goods or services  
"Delivery" shall mean the delivery of goods or performance of a service  
"Supplier" shall be anyone who provides goods and/or services to Conservation Halton
2. **PURCHASE ORDER**  
All purchases authorized by the buyer must be accompanied by a purchase order number. This number must be shown on all invoices. If an invoice is received and no purchase order is noted, the invoice will be returned to the supplier. Accounts Payable can not pay invoices not authorized by purchase order number.
3. **INSURANCE AND INDEMNIFICATION**  
The supplier shall hold harmless and indemnify the buyer for all damages to property, persons or third parties caused as a result of the negligence of the supplier. The Supplier shall provide, prior to the start of contract, a valid certificate of insurance proving coverage for general liability in the amount of \$5,000,000.00 per occurrence. The policy shall show Conservation Halton as an additional insured for all work covered under the purchase order. The buyer reserves the right to request additional proof of insurance for automobile, professional liability or any other coverage's as may be deemed relevant to the purchase.
4. **ACCEPTANCE**
  - I) If written acceptance is not conveyed to the buyer within (7) days after supplier's receipt of a purchase order, the buyer may revoke the purchase order, without any liability for damages. Any qualified acceptance shall constitute rejection of the purchase order.
  - II) The purchase order and the terms, conditions, clauses, specifications or other documents to which specific reference is made herein, constitute the entire agreement between the parties hereto and unless otherwise stated, supersede all previous negotiations, representations, undertakings and agreements heretofore made between the parties in respect of the subject matter herein and shall not be varied other than by a document in writing of subsequent data hereto signed by the buyer.
5. **WARRANTY**  
Supplier fully warrants the goods and without limiting the generality of the foregoing warrants same against defects in workmanship and fabrication, also against defects in materials and/or design, to the extent that such materials and/or design have not been supplied by the buyer and agrees to promptly make any necessary repairs or corrections at its own expense and risk. If the purpose for which the goods are intended to be used has been made known to the supplier, the goods shall be suitable for such purpose and if no such purpose has been made known to the supplier then the goods shall be suitable for the normal purpose for which such goods are used.
6. **TERMINATION**  
**Termination at option of buyer**
  - I) Performance of work under the purchase order may be terminated by the buyer at its option, in whole or in part, at any time by delivery, or by mailing of a written notice of termination to supplier.
  - II) Upon termination by buyer under this paragraph, the buyer shall pay to the supplier the purchase order price for all supplies or services which have been completed in accordance with the terms of the purchase order and not previously paid for the actual cost of work in process plus a reasonable profit based on such costs. Payment made under this subparagraph shall not exceed the aggregate price specified in the purchase order.**Termination for default of the supplier**  
If the supplier
  - I) refuses or fails to make deliveries of the supplies as specified in the purchase order or in any shipping release issued to the supplier or
  - II) fails to perform any other provisions of the purchase order and does not cure such failure within a period of ten days after receipt of notice from the buyer specifying such failure the buyer may at its option terminate in whole or in part the purchase order or the contract formed thereby. No waiver of any provision of the purchase order shall constitute a waiver of any other provision.
7. **BUYER PROPERTY**  
Drawings, specifications and other papers supplied by the buyer to the supplier or purchased, manufactured, prepared, drawn or reproduced by the supplier and for which the buyer has paid shall be the sole property of the buyer and shall not be used for any purpose other than the manufacture of goods for the buyer, and shall, if the buyer so requires be delivered to the buyer at the completion or cancellation of this order.
8. **PATENTS AND CLAIMS**  
Supplier agrees to indemnify the buyer against any and all claims and expenses incurred in connection with such claims, for royalties, license fees, infringement of patents or trademarks which may be made against the buyer, in respect of the goods or the manufacture sales possession or use thereof or for any other procedures in connection with patents or trademarks in respect of such goods.
9. **INSPECTION**  
Quality assurance and control shall be the supplier's responsibility and buyer shall rely on supplier to furnish goods which fully comply with the contract requirements. The buyer shall not be obliged to inspect goods prior to first use or application. If rejected, goods may be held or returned to the supplier at supplier's risk and expense, without prejudice to any other rights to which the buyer may be entitled under the circumstances.
10. **DELIVERY**  
Goods shall be delivered on the delivery date or dates specified in the purchase order and time shall be of the essence. The supplier agrees to ensure deliveries on or before specified dates, employing alternate and/or premium shipment methods when necessary at no additional cost to the buyer.
11. **PACKING**  
Goods covered by the purchase order shall be properly packaged by supplier in accordance with applicable freight classification standard for shipment to the buyer at destination and unless otherwise specifically provided on the purchase order, price or prices of the goods therein specified include all cost of packaging.
10. **NON ASSIGNMENT**  
The supplier shall not assign the purchase order or any interest therein without prior written consent of the buyer.
11. **DOCUMENTATION REQUIRED AT SHIPPING**  
Material cannot be received or accepted by the buyer until all required documents properly executed have been received. The following documents must be mailed not later than day following shipment.  
**For domestic shipment** (goods shipped from suppliers inside Canada)
  - I) Commercial invoices in duplicate
  - II) Copies of packing slips and/or certificates of compliance in duplicate.
  - III) One copy of bill of lading.**For import shipment** (goods shipped from suppliers outside Canada)  
In addition to documents mentioned in I, II, and III above for domestic shipment Canadian customs MA or MB invoices certified in triplicate to coincide with commercial invoices. In the case of surface shipment MA or MB invoices must be air mailed with documentation itemized as I, II, and III above. For air shipment, the triplicate set of MA or MB invoices must accompany the shipment and be submitted to the carrier for attachment to the air waybill. One packing slip outside of container and one packing slip inside of container must be forwarded with each shipment. Freight description on the bill of lading must be in accordance with applicable published freight classification so as to permit the lowest legal freight rate to be applied. Additional costs resulting from incorrect freight descriptions will be charged to supplier.
12. **INVOICES**  
Commercial invoices must bear packing slip number, number of packages, articles or containers shipped, also net and gross weights of each. If express shipment, so specify and insert waybill number and date. Separate invoices in duplicate must be rendered for each shipment or order and addressed to:  
CONSERVATION HALTON ACCOUNTS PAYABLE  
2596 Britannia Road W  
BURLINGTON, ON L7P 0G3  
  
All amounts to be invoiced MUST be first approved and agreed to by the Project Manager. Any invoices received in Accounts Payable without authorization will not be paid until such authorization is obtained by the vendor. Errors on, or omissions from invoice, or lack of supporting documentation required by terms of this order will be cause for withholding settlement without losing discount privilege.
13. **ROUTING**  
Shipment must be made via the route and method specified on the purchase order, if none is stated, the most economical route and method will be used. Additional costs resulting from a routing other than that specified will be charged to supplier.
14. **CERTIFICATE OF CANADIAN VALUE ADDED**  
Upon request, seller shall furnish promptly "certificate of Canadian value added" in accordance with government regulation pertaining thereto.
15. **CHEMICAL NOTICE and WHMIS REQUIREMENTS**  
It is a condition of the purchase order that vendors supplying products that contain or use chlorofluorocarbons (C.F.C.'s) or halons in manufacturing must provide notice of such conditions immediately. Material Safety Data sheets must be supplied with all chemicals shipped.
16. **HEALTH AND SAFETY**  
Suppliers and contractors must abide by all WSIB and MOL requirements, staff must be trained and certified as required by law. The buyer may request certificates.
17. **H.S.T. LICENSE NUMBER**  
Invoices will not be paid without a H.S.T. number or statement of exemption.