

Purchase Order General Terms and Conditions

- 1. Purchase Order (PO) Required:** The District School Board of Niagara (DSBN) shall not be responsible for goods and services provided to DSBN employees without a PO issued by Purchasing Services and containing a sequential PO Number. The PO shall include attached lists of materials, specifications or drawings all of which shall form a part of the order where reference is made thereto.
- 2. Prices:** Prices shall include all packing, shipping, prepaid cartage, freight and postage, unless otherwise specified on the order. Vendor shall not execute order at prices higher than those shown on the order without the prior written approval of Purchasing Services.
- 3. Payment:** DSBN shall pay all invoices for goods and/or services provided pursuant to an authorized purchase order within 30 days from date of invoice, unless DSBN elects to accept an early payment discount, subject to approval that the goods and/or services provided are acceptable. DSBN shall not purchase on a C.O.D. basis.
- 4. Federal & Provincial Taxes:** Where applicable, taxes shall be shown separately on invoices submitted. All taxes, export duties, fees, banking, charges and other charges incurred on the Commodity shall be the responsibility of Vendor.
- 5. Delivery Requirements, Invoicing, Signature for Delivery and Proof of Delivery:** Detailed Packing slip bearing Purchase Order Number must accompany goods in every case. Detailed invoice covering the goods or services must be sent to Accounts Payable at 191 Carlton Street, St.Catharines, Ontario L2R 7P4 shown on the Purchase Order or emailed to accountspayable@dsbn.org. Signature must be obtained from a Board employee for all deliveries. All deliveries shall be deemed to be received but not inspected.
- 6. Returns:** DSBN may return merchandise at unit price without penalty, restocking fees and handling fees.
- 7. Commodities Lost or Damaged in Transit:** Loss or damage of goods during transit is the responsibility of Vendor. Any goods received in a damaged condition must be replaced immediately by Vendor. DSBN shall not bear any portion of the cost of such replacement.
- 8. Time is of the Essence of this Contract.** In the event that Vendor fails to make timely shipment of the Commodity, DSBN may, upon written notice to Vendor, immediately terminate this Contract and/or claim damages arising out of or in connection with such delay in shipment.
- 9. Delays in Shipment:** Vendor shall notify Purchasing Services immediately if it cannot deliver by the date specified on the Order.
- 10. Force Majeure:** DSBN shall not be liable for any delay or failure in taking delivery of all or any part of the Commodity, or for any other default in performance of this Contract due to the occurrence of any event of force majeure ("Force Majeure") including without limitation any act of God, law, regulation, order, direction or guidance of any government or instrumentality thereof, intervention of civil, naval or military authorities, war or hostilities or the threat of apprehension thereof, warlike condition, riot, civil commotion, insurrection, mobilization, revolution, blockade, embargo, strike, lockout, slowdown, sabotage, fire, explosion, plague or other epidemic, quarantine, prolonged failure or shortage of electric current, shortage of petroleum products, fuel or energy sources or other raw materials, accidents to or breakdown of machinery or plant, unavailability or shortage of shipping space or transportation facilities, port facilities or loading or unloading facilities, perils of the seas, accident of navigation, or any other event of any nature whatsoever beyond the control and affecting the activities of DSBN. On the occurrence of any event of Force Majeure, DSBN shall have the option either (i) to extend the

time of taking delivery of the Commodity or performing its other obligations under this Contract during such period as the event of Force Majeure shall continue or (ii) to terminate unconditionally this Contract wholly or partially. In the event of DSBN exercising such option, Vendor shall accept such extension of time or termination as the case may be, without any claim against DSBN.

11. **Vendor's Representations and Warranties:** Vendor warrants: (a) the quality, safety, merchantability and fitness of the Commodity for purposes indicated, expressly or impliedly, by DSBN; (b) that the Commodity conforms to the samples provided by Vendor to DSBN and all specifications and product literature supplied by Vendor or its agents and representatives to DSBN; and (c) that the Commodity will be fit and sufficient for the purposes intended. If the Commodity fails to conform to the foregoing warranty, Vendor shall, at its own expense, render DSBN or any party claiming through DSBN all such service or assistance as DSBN may reasonably request in enforcing the aforementioned warranty.
12. **Vendor's Intellectual Property Representations and Warranties:** Vendor represents and warrants that the Commodity and its use and distribution by DSBN does not infringe upon the intellectual property and other rights of any person, firm or corporation. Vendor shall indemnify and hold DSBN forever harmless from (i) any product liability, and (ii) all liability for infringement of patent, trademark, brand, utility model, design, pattern, copyright or other industrial property rights in the Commodity.
13. **Vendor's Default:** In the event that Vendor fails to perform any provision of this Contract or of any other contract with DSBN, or is in breach of any express or implied term hereof, or becomes insolvent, or makes an assignment for the benefit of its creditors, or is adjudicated bankrupt or suffers a receiver to be appointed to its business, or makes a material liquidation of its assets, or ceases to do business or to exist, DSBN reserves the right to terminate unconditionally this Contract or any part hereof or any other contracts with Vendor, to reject the Commodity or to dispose of it for the account of Vendor at a time and price which DSBN deems reasonable, and Vendor is bound to reimburse DSBN for any loss or damage sustained there from.
14. **Rights and Remedies Cumulative:** The rights and remedies of DSBN hereunder are cumulative and in addition to DSBN's rights, powers and remedies existing at law all of which are expressly reserved. No failure by DSBN to give written notice of any default by Vendor in performing any provision of this Contract shall constitute a waiver thereof, nor shall any delay by DSBN in enforcing any of its rights hereunder or at law be deemed a waiver of such rights nor shall a waiver by DSBN of any default of Vendor be deemed a waiver of any other or subsequent default.
15. **No Assignment by Vendor:** Vendor shall not transfer or assign this Contract or any part hereof without DSBN's prior written consent.
16. **Arbitration:** All disputes, controversies or claims arising out of or in connection with this Contract in any manner whatsoever including without limitation respecting its formation, execution, validity, application, interpretation, performance, breach, termination, enforcement and the damages and/or other remedies resulting from breach, non-performance or non-compliance with this agreement shall be finally determined under the *Arbitrations Act* (Ontario). The award shall be final and binding upon the parties hereto, and judgment on such award may be entered in any court or tribunal having jurisdiction thereover.
17. **General Contractual Terms:** This Contract constitutes the entire agreement between the parties hereto with respect to the Commodity covered hereby and to the extent of the Commodity supersedes all prior or contemporaneous communications or agreements with regard to the subject matter hereof, except any public procurement documents issued by DSBN in connection with the commodity. This Contract may not be modified or terminated nor may any right be waived except either in writing signed. This purchase order and the contract resulting therefrom shall be governed by and construed in accordance with the laws of the Province of Ontario. Section headings have been inserted for ease of reference and do not form a part hereof.
19. **Driving on School Property:** When a vehicle is being driven in the school grounds, the driver must comply with the following: (a) vehicles shall not be driven in the school yard when it is crowded. Drivers shall wait for the yard to be clear before entering or leaving, e.g. after recess, lunch, etc.; (b)

vehicles must not be driven at a speed exceeding 8 kilometers per hour (5 miles per hour); (c) no idling of vehicle on school property. Drivers must turn off vehicles and remove the keys during any stop. At no time are vehicles to be left running while unattended. It is recommended that the vehicle be locked when left unsupervised;(d) no vehicle shall be backed up unless there is a person on foot to guide the driver (except in designated parking areas); and (e) when returning to an unattended vehicle, the driver must circle the vehicle to ensure that no child is hiding behind or under the vehicle before it is driven;(f) The DSBN will not be responsible for any theft of, or any theft from, vehicles operated by Vendors.

20. **Entering School Property:** Vendors must report to the school office and carry photo identification when presenting themselves at any DSBN location.
21. **Non-Permitted Items:** Vendor shall neither bring onto nor allow the introduction or use of tobacco, alcohol or illegal narcotics or controlled substances upon any DSBN property.
22. **Accidents:** All accidents which occur on a school property, no matter how minor, must be reported immediately to the school Principal.
23. **Hazardous Materials:** All containers of a controlled substance under WHMIS regulations must have a Manufacturer's Safety Data Label (one separate label per shipment is not acceptable) and a Material's Safety Data Sheet **must accompany each shipment.**
24. **Accessibility for Ontarians Act:** All DSBN Vendors must comply with the Accessibility for Ontarians with Disabilities Act, 2005 (AODA,2005) and the DSBN's accessibility policies and guidelines. This includes ensuring that all Vendors' employees receive training about providing goods or services to persons with disabilities. For further information visit <http://www.dsbn.org>