CARLETON UNIVERSITY PURCHASING SERVICES

STANDARD TERMS AND CONDITIONS

All invoices must be addressed and forwarded to Carleton University Accounts Payable at:
301 Robertson Hall, 1125 Colonel By Drive, Ottawa, Ontario,K1S 5B6
or Accounts.Payable@carleton.ca

THIS PURCHASE ORDER IS STRICTLY LIMITED TO ITS TERMS AND CONDITIONS
AND ANY COUNTER-OFFERS OR CHANGES OF TERMS PROPOSED BY THE VENDOR
ARE HEREBY REJECTED, UNLESS SPECIFICALLY AGREED TO IN WRITING BY
CARLETON UNIVERSITY.

TERMS:

1. The Vendor shall display the complete Purchase Order number prominently on all packages,
invoices, correspondence, customs documentation, bills of lading and packaging slips and ensure
packing slips accompany all shipments.

2. Payment will be made in Canadian funds Net 30 days from invoice receipt or satisfactory
delivery of goods or services whichever is later, unless otherwise noted on the Purchase Order.
Cash discounts are calculated from the date of receipt of invoice.

3. The price on the Purchase Order is the total cost and includes all fees and charges of any kind
including patent, permit, inspection, royalty and license fees, charges for crating, boxing, cartage
and re-stocking and government tax levies, unless otherwise stated on the Purchase Order.

4. All applicable taxes are specified on the Purchase Order.

5. All electrical or electronic components and equipment supplied must have the Ontario
Electrical Safety Code approval and be certified for the intended use in Canada by a Certified
Organization accredited with the Standards Council of Canada Act.

6. Material Safety Data sheets (MSDS) and appropriate labels must accompany all hazardous
products as defined under the Federal Hazardous Products legislation and provincial WHMIS
legislation.

7. The use and reproduction of the Carleton University names, logos and trademarks are
governed by Carleton University Board of Governors who shall approve all products using the
names, logos or trademarks of Carleton University prior to commencement of any work. All
ideas, art and software paid for by the University shall become the sole and exclusive property of
the University and are to be delivered or returned upon request.

8. Vendors outside of Canada shall provide Canada Customs invoices with fully completed,
acceptable shipment documentation for Carleton University’s customs broker.
CONDITIONS:

1. Time is of the essence in this contract and all goods and services shall be delivered in strict accordance with the delivery dates specified, the quantities specified and the requirements of this Purchase Order and attached specifications (if any).

2. The goods are subject to inspection and approval, following delivery for a period of not less than sixty (60) days notwithstanding prior payment. At the sole discretion of Carleton University, rejected goods shall be returned at the Vendor’s expense and the Vendor shall credit Carleton accordingly within fifteen (15) days of return of the goods.

3. Notwithstanding delivery of ordered goods, title to such goods shall remain with the Vendor until Carleton has inspected and approved of the goods or sixty (60) days has passed after delivery without Carleton rejecting the ordered goods.

4. The Vendor covenants that any goods, materials and equipment supplied pursuant to this Purchase Order are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all Manufacturer and Carleton specifications and are fit for their ordinary purpose, unless Carleton has made a particular purpose known to the Vendor, in which event the goods shall be fit for that particular purpose as well.

5. The Vendor covenants that all goods, materials and equipment supplied pursuant to this Purchase Order are warranted as described in Condition 4 for a period of not less than one (1) full year from date of delivery to Carleton, notwithstanding any Carleton inspections, testing, approval, acceptance or payment for the goods, materials or equipment, unless otherwise stated on the Purchase Order itself.

6. In the event of any breach of warranty at law or pursuant to this Purchase Order by the Vendor, at any time during the one-year warranty period, the vendor shall, at Carleton’s option, repair the goods, materials or equipment or replace with an equivalent or better product at no additional cost to Carleton University within fifteen days of Carleton’s notification to do so.

7. For the services, the Vendor shall:

- perform all work in a good and workmanlike manner to the full satisfaction of Carleton University;
- obtain and maintain full adequate insurance covering performance of the work, which is to be available to Carleton University upon request;
- Obtain and maintain Worker’s Safety Insurance Board coverage and provide both WSIB number and proof of satisfactory standing to Carleton upon request; and
- Comply with all applicable policies, procedures, guidelines, and rules of Carleton University.

8. The Vendor may not assign or subcontract this Purchase Order or any subsequent contract arising therefrom without the prior written permission of Carleton University.
9. The Vendor shall indemnify and save harmless Carleton University, its officers, Board of Governors, employees, contractors, students and agents from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines cost and expenses including legal fees or other proceedings of any kind or nature directly or indirectly arising out of any breach or inaccuracy of any representation, warranty or covenant, performance of the service or supply of the goods, including but not limited to personal injuries to anyone, breach or alleged breach or intellectual property laws, environmental non-compliance, product liability and property damage.

10. These Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive bid document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions of the competitive bid document contract or agreement, will govern.

11. This Agreement, unless otherwise noted on the Purchase Order or any superseding agreement, is to be construed and governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for same do not apply.

**SHIPPING:**

1. Unless otherwise specified, all shipments shall be delivered DAT (Delivered at Terminal) Carleton University (Incoterm 2010) to the address and room specified in the PO. Title and risks remain with the supplier until delivery or acceptance, as applicable.

**FOREIGN ORDERS:**

2. For customs purposes, purchase order number, invoiced value and description of goods must appear on the outside of the package.

3. A customs/commercial invoice must be included with this shipment. It must indicate that the end-use of these goods are for teaching/research purposes and Tariff Code 9988 applies.

4. A NAFTA certificate of origin, if applicable, must accompany items listed on this purchase order. Importers #11883 8937 RM0001. The supplier accepts all responsibility for the information provided on the NAFTA certificate of origin, letter or affidavits. By signing these documents, you are accepting responsibility that the information you provide is complete and accurate. You also accept any liabilities resulting from inaccurate data or failure to comply with NAFTA requirements.

5. The Customs Broker for Carleton University is Thompson Ahern International (TACO)