

PURCHASE ORDER TERMS AND CONDITIONS

OFFICIAL FORM: No responsibility will be accepted for any order, unless it is issued on an official form (ie. Purchase Order, etc.) and duly signed. No variation of this order will be recognized unless such variation has been approved in writing.

PURCHASE PRICE: The purchase price indicated on the face of this purchase order is accepted by the supplier as the final negotiated price applicable. Any variation from this price must be negotiated and approved by the Treasurer.

ACCEPTANCE BY THE SELLER: Unless otherwise provided herein, any written acknowledgement of this order of the delivery of any supplies of the furnishing of any service in accordance with the purchase shall constitute acceptance by the seller of this purchase order, subject to all its terms and conditions.

UNFILLED ORDERS: All unfilled orders outstanding for a period longer than 30 days are subject to cancellation without any obligation to ourselves.

SHIPPING INSTRUCTION AND FOB POINT: All shipments must be made according to shipping instruction and FOB point indicated on order. If routing not stated, shipments must be made via cheapest routing. In cases where shippers do not adhere to these instructions, charges, which are in excess to cheapest routing, will be charged back to the shippers. (These instructions apply only to shipments made on a collect basis).

BOXING, PACKING: No boxing, packing or cartage charges will be allowed by purchaser unless specifically authorized on the face of this order.

DIES, TOOLS, JIGS: All items manufactured to the Purchaser's specifications and without intending to restrict the generality of the foregoing, including dies, tools, jigs, patterns, gauges, paid for by the purchaser, are to be delivered upon request by the purchaser.

RISK AND EXPENSE OF THE VENDOR: Any materials used, labour or service expended to provide an estimate or quotation for work or service, prior to approval or disapproval by the purchaser of such estimate or quotation, shall be at the risk and expense of the vendor.

SAVE HARMLESS: The seller shall be responsible for and shall save harmless and indemnify the purchaser from and against all loss, costs, damages, suits, claims and demands of every nature whatsoever arising out of or by reason of the performance or purported performance of the contract by the seller including without limitation those made or sustained in respect of property damage, personal injury (including death) and infringement of copy right, trademark, patent of invention, violation of provincial or federal regulation, or municipal ordinance.

REQUIRED INSURANCE OF A SUBCONTRACTOR OR VENDOR: The contractor shall provide evidence of Worker's Compensation insurance as required by law. The contractor shall also provide evidence of Comprehensive Liability and Automotive Liability insurance with limits of \$2,000,000.00 combined single limit or its equivalent, naming the Corporation of the Township of Woolwich as also "insured".

STRIKES, ACCIDENTS: In the event of strikes, accidents or unforeseen contingencies causing stoppage of work, the Township reserves the right to suspend manufacture and/or delivery.

WARRANTY: Seller warrants that the articles and work supplied hereunder will be fit and sufficient for the purpose intended; that they will conform to the specifications, drawings or samples furnished or adopted by the buyer, and will be merchantable, of good quality and free from defects in material and workmanship.

GUARANTEE: During the period of one year or a longer period if required and stipulated therein from the date of acceptance of the material by the purchaser, the seller shall repair and make good, without cost to the purchaser, any damage defects or faults resulting from nonconforming materials furnished by the seller. Payment shall not constitute an implied acceptance of the material. Seller shall be responsible for all costs incurred for delivery and return of all nonconforming material.

MATERIAL SAFETY DATA SHEETS: These must be provided, prior to receipt of goods, for any hazardous materials on this order. If data sheets have not been received, goods will be shipped back to the supplier at supplier's expense.

BLANKET/CONTRACT ORDERS RELEASE AUTHORIZATIONS: If this order is a blanket order it shall not be binding on the buyer except to the extent that the buyer shall commit itself in writing authorization issued to the seller. It is understood that the buyer is not obliged to issue any release authorization whatsoever.

GOODS AND SERVICES TAX MUST BE SHOWN AS EXTRA ON ALL INVOICES. GST#108134883

Lump Sum Payment: Unless otherwise stipulated in writing, the 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 Treasurer, whichever is later.

**MAIL INVOICE TO: FINANCE DEPARTMENT P.O. Box 158, 24 Church W. Elmira, Ontario N3B 2Z6
PHONE 519-669-1647 FAX 519-669-9348**