

Standard purchase order Terms and Conditions for goods/services that were not obtained through a Tender or Request for Proposal (RFP) process.

1.	No responsibility will be accepted for any purchase order unless it is issued on the official purchase order form and duly signed. No variation of the purchase order will be recognized unless such variation has been approved, in writing by the Simcoe Muskoka Catholic District School Board (hereinafter referred to as the "Board") and prior to receipt of goods and/or services as outlined on the purchase order. The Board reserves the right to cancel the purchase order at the sole discretion of the Board and the identified vendor on the purchase order agrees to abide by the Board's decision.
2.	No verbal arrangement or agreement relating to the goods and/or services specified under the purchase order will be considered binding.
3.	All goods and/or services purchased as per the purchase order are subject to approval by the Board prior to payment being made. Any rejection of goods and/or services resulting because of non-conformity to the terms and/or specifications of the purchase order, whether held by the Board or returned, will be at the vendor's risk and expense.
4.	All goods and/or services specified or called for in or under the purchase order shall be supplied or performed at the price or prices and on the basis set forth or referred to in and in accordance with the offer and the purchase order. The basis on which the purchase order is given shall include any specifications, plans, price schedules, samples, addenda or other details pertaining thereto, or provided in connection therewith.
5.	The terms and conditions of sale as stated in the purchase order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor, or by any terms stated in vendor's acknowledgement unless same be accepted in writing by the Board.
6.	For any exception to the delivery date as specified on the purchase order, the vendor shall give prior notification and obtain approval thereto from the Board's Purchasing Department. With respect to delivery under the purchase order, time is of the essence and the order is subject to termination at no cost or penalty to the Board for failure to deliver on time. The acceptance by the Board of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.
7.	Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where specific authorization is granted to ship goods F.O.B. shipping point, the identified vendor on the purchase order agrees to prepay all shipping charges, route cheapest common carrier, and to bill the Board as a separate item on the invoice for said charges. It is also agreed that the Board reserves the right to refuse C.O.D. shipments.
8.	All invoices, packing slips, packages and shipping notices affecting the purchase order shall contain the applicable purchase order number and a signature of receipt must be received from a Board employee for all deliveries. The responsibility to ensure that the signature is being received from an authorized Board employee is the responsibility of the vendor identified on the purchase order.
9.	No action or failure to act by the Board shall constitute a waiver of any right or duty afforded under this contract nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed in writing.
10.	The purchase order and any monies due hereunder is not assignable nor may it be sub-contracted in whole or in part without prior written consent from the Board.
11.	The purchase order shall be governed by the laws of the Province of Ontario.
12.	Any goods and/or services found to be defective, inferior in quality or below standard (at the sole discretion of the Board) will be returned to the vendor at the vendor's risk and expense. Any material received in a damaged condition must be replaced immediately by the vendor. The Board will not bear any portion of the cost of such replacement material.
13.	Electrical equipment must comply with C.S.A. standards of institutional use and/or Ontario Hydro special approval prior to delivery.
14.	By the acceptance of the purchase order the vendor agrees that they shall indemnify, keep and save harmless the Simcoe Muskoka Catholic District School Board, its agents, officials and employees, against all injuries, death, loss damage claims, patent claims, suits, liabilities, judgements, costs and expenses, which may occur against the Board in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or omission of the vendor, or the vendor's employees, if any, and the vendor shall at their own expense appear, defend and pay all charges of solicitors and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against the Board in any such action, the vendor shall at the vendor's own expense satisfy and discharge the same. By acceptance of this order the vendor expressly understands and agrees that any insurance protection required by this contract, or otherwise provided by the vendor to satisfy the requirements of the purchase order, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.

15.	The vendor agrees, and the acceptance and fulfilment of the purchase order shall constitute a representation and guarantee by the vendor, that the manufacture, sale and shipment of the articles or materials and all labels affixed thereto, and the performance of the services covered under the purchase order has been, is and will be in conformity and compliance with all applicable Federal, Provincial and local laws, regulations and orders.
16.	No charge will be allowed for boxing, packaging or cartage, unless agreed to on the purchase order.
17.	Terms of Sale: Net 30 days, unless agreed otherwise by both parties.
18.	Invoice shall indicate the following: * Vendor name, address, phone * Invoice number * H.S.T. amount as a separate line item on the invoice * Purchase Order number * Ship to location * Complete description of goods and/or service * Quantity shipped/backordered * Payment terms Any invoices which do not follow the billing instructions appearing above or indicated on the purchase order or omit required information, or are in error may be returned to the vendor for correction. All returned invoices must be re-dated as of date of return.
19.	By the acceptance of this purchase order the vendor agrees that payment terms will be based on the date the invoice is received in the Board's Accounts Payable Department at the Board Office – Catholic Education Centre.
20.	In the event that the Board is entitled to a cash discount, the period of computation will commence on the receipt of a correctly completed invoice delivered to the Accounts Payable Department of the Board.
21.	The Board shall not be liable for failure to take delivery of the goods and/or services requested on the purchase order, if such failure is caused by labour disputes, strikes, wars, riots, insurrection, civil commotion, fire, flood, earthquake, storm or any act of God or any other cause beyond the Board's control.
22.	Payment will only be made to the vendor to whom the purchase order is issued.
23.	The purchase order forms the entire agreement. No other documents are relied upon unless specifically incorporated or mentioned on the purchase order.
24.	The Board will receive goods shipped, but reserves the right to inspect the same after delivery and to return all or any portion thereof at the vendors expense if found to be defective or not in compliance with the requirements of the specification.
25.	The receipt of the goods by a carrier shall not be deemed to be receipt thereof by the Board, and the title to the goods shall not pass to the Board until same be delivered at their destination to an employee of the Board.
26.	Packing lists, preferably in duplicate, must accompany each shipment. The purchase order number appearing on the purchase order must appear on all packing lists.
27.	For each controlled product ordered, an MSDS (Material Safety Data Sheet) conforming with WHMIS legislation must accompany each shipment of the product.
28.	All over shipments made are the vendor's responsibilities. The Board reserves the right to reject and return, at the vendor's expense, any goods in excess of the quantity(s) appearing on the purchase order.
29.	Customs Clearance: All orders to be cleared through Near North Custom Brokers or as designated on the purchase order. Demurrage or storage fees, if charged, will be the responsibility of the shipper should improper paperwork be provided to the Broker.
30.	Warranty: In addition to any warranty, expressed or implied by law or otherwise and notwithstanding prior acceptance by the Board, the vendor shall replace the goods without cost to Board. If, within a period of twelve (12) months following acceptance, the goods are determined to be defective in design, material, performance, workmanship or are otherwise not in accordance with the requirements of the PO. The warranty for fraud and latent defects shall be perpetual.
31.	In the event of any dispute or claim arising between the Board and the Vendor as to their respective rights and obligations under the contract, either party may give the other written notice of such dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the laws of Ontario. If no agreement is made for arbitration, then either party may dispute to the appropriate judicial tribunal as the circumstances may require.
32.	Cancellation: The Board reserves the right to cancel all or any part of an order not delivered. The Purchasing Department will contact the supplier prior to any cancellation. Also, in the event of failure to comply with the specifications and/or terms of this contract at any time, or if the Board, in its sole and unfettered discretion determines that either the service or the product/equipment provided by the selected Vendor is unsatisfactory at any time during the contract, the Board reserves the right to immediately terminate the contract in its entirety and to return any inferior product for full credit. All payments to the Board by a Vendor shall be made either in cash, money order, or by a certified cheque in Canadian funds.