

Terms and Conditions

DEFINITIONS (a) "The City" means The City of Red Deer, Alberta (c) "Supplier" means the party selling the goods or services.

WORDS Words importing the singular shall include the plural and vice versa, words importing the neuter gender shall include the masculine and feminine, and words importing persons shall include bodies corporate.

PRICING The purchase price indicated on the face of this Purchase Order is accepted by the Supplier as the final negotiated price applicable. Any change from this price must be negotiated and approved by Purchasing. This Purchase Order is issued in Canadian funds.

INVOICING This Purchase Order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence. **Goods and Services Tax must be shown separately** on the invoice. Invoices are to be addressed to Accounts Payable, Financial Services Department, The City of Red Deer, PO Box 5008, Red Deer, Alberta, T4N 3T4 or Accountspayable@reddeer.ca

PAYMENT TERMS The City will pay invoices in full within 30 days of receipt of the invoice.

COMPLIANCE WITH LAWS AND REGULATIONS Supplier warrants that he has been duly authorized to operate and to do business in the jurisdiction in which the work is to be performed; that he has obtained, at no cost to The City, all necessary and required licenses and permits required in connection with this Purchase Order, and that he will comply fully with all pertinent laws, decrees, regulations and labor standards of such country or countries during the performance of this Purchase Order.

INDEMNIFICATION The Supplier shall indemnify and save harmless The City from and against all loss, costs, damages, suit, claims and demands of every nature and kind whatsoever arising out of or by reason of the performance or purported performance of the contract by the Supplier 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.

GOVERNING LAW The Laws of Alberta and the sole jurisdiction of the Courts of Alberta, except the International Sale of Goods Act shall apply to this agreement.

FORCE MAJEURE The City reserves the right, at its option, either to suspend or cancel shipment or provision of Deliverables covered by this order, in whole or in part, at any time, without incurring any costs or damages whatsoever, where such suspension or cancellation is caused by force majeure, including, but not limited to, acts of God, the public enemy of the government, strikes or other labour disputes, fires, floods, freight embargoes, unusually severe weather or other contingencies beyond the control of The City and/or the Supplier.

TERMINATION If the Supplier is in breach of any term and condition of this Purchase Order, The City reserves the right to cancel the whole order or a portion of the order. The Supplier shall not be entitled to reimbursement for any costs and The City shall have the right to all remedies available at law or in equity, including the right to purchase substitute materials elsewhere and charge the Supplier with any additional costs or expenses.

MEDIATION All claims, disputes, and other matters arising out of this contract or relating to a breach thereof may, at The City's sole discretion be referred to mediation.,

ASSIGNMENT Neither party shall assign the contract or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

WAIVERS A waiver by The City of any provision or breach by the Supplier of this contract shall be effective only if it is in writing and signed by a duly authorized representative of The City. The City may at any time insist upon strict compliance with this Agreement regardless of past conduct or practice with this or any other Contractor.

PRIVACY The Parties are subject to the Freedom of Information and Protection of Privacy Act (FOIP).

DELIVERY The Supplier must confirm the delivery date. Orders may be cancelled if not delivered on time. Final inspection and acceptance/rejection will be made at delivery destination. The Supplier will, at no extra cost to The City, make good any shortages and replace any items with concealed defects or damage not readily apparent or detected at the time of delivery. The Supplier will advise The City immediately of any shortage or delay in shipment.

TITLE The City shall not be deemed to accept the merchandise until The City actually receives inspects and accepts such merchandise at its place of business.

WARRANTIES Supplier warrants that: (a) all items delivered hereunder, including services, will be free from defects in material and workmanship and will conform to applicable specifications and drawings and, to the extent such items are not manufactured pursuant to detailed designs furnished by The City, that all items will be free from defects in design and suitable for the intended purpose, and (b) all goods, materials, and services supplied are free and clear of all liens, claims or encumbrances of any kind

PURCHASER RIGHTS AND REMEDIES The rights and remedies of The City are independent and cumulative, and the exercise, or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

SHIPPING INSTRUCTIONS AND DDP (INCOTERMS 2010)

POINT All shipments must be made according to shipping instruction and DDP (Incoterms 2010) point indicated on order. All applicable transportation charges must be prepaid unless instructions to the contrary appear on the face of the Purchase Order.

SAFETY WHMIS Material Safety Data Sheets must be provided with the product, if required. All work is subject to The City's safety requirements. The Supplier acknowledges that he is familiar with The City's Safety Policies and Rules, copies of which are available from The City Designate.

LITIGIOUS PARTIES The policy of The City is to refuse to do business with parties who do not act in good faith towards The City, whether by failing to live up to the terms of their agreements or by entering into frivolous litigation with The City.

ACCEPTANCE OF CONTRACT The Supplier, by the Acceptance of this Order accepts all the terms and conditions hereof. These terms and conditions supersede and take precedence over any and all previous verbal arrangements. To be binding, any deletions, modifications, alterations of, or additions to the terms and conditions of the Order shall be in writing and will appear as a Change Order and shall supersede the original Purchase Order.

If the Purchase Order is issued along with a formal written agreement, the terms and conditions of that agreement shall rule, while the Terms and Conditions of this Purchase Order shall be null and void.

TRADE AGREEMENTS This procurement is subject to: Chapter Nineteen of the Comprehensive Economic and Trade Agreement, Chapter Five of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.