

LAKE SIMCOE REGION CONSERVATION AUTHORITY

PURCHASE ORDER TERMS & CONDITIONS



**Lake Simcoe
Region
Conservation
Authority**

APPROVED: MAY 6, 2011

IMPORTANT – READ CAREFULLY

ACCEPTANCE; PURCHASE ORDER CONSTITUTES ENTIRE AGREEMENT - The Purchase Order ("PO"), including the PO Terms and Conditions constitutes an offer by LSRCA ("BUYER") and may be accepted by the Seller indicated on the front page of this PO only in accordance with the terms hereof. Any acceptance herein of an offer of Seller, or any confirmation herein of a prior agreement between BUYER and Seller, is expressly made conditional on Seller's assent to the additional or different terms contained herein which shall take precedence over any other agreement (oral or written) between the BUYER and the Seller to the extent of any inconsistency. This PO may be accepted by Seller by commencement of work, shipment of products, or furnishing of services hereunder, with notice to BUYER. Dispatch of Seller's acknowledgement form or other written document will also act as an acceptance if it agrees with this PO with respect to the description, amount, price and time of delivery of the products ordered and these Terms and Conditions. Notwithstanding any waiver in any instance, or any oral agreement, or any instructions, terms and conditions that may be contained in any quotation, acknowledgement, invoice or other written document of Seller, no addition to, waiver for the future or modification of, any of the provisions herein contained shall be of any force or effect unless agreed to by BUYER, made in writing and executed and delivered by BUYER.

PURCHASE PRICE AND TERMS OF PAYMENT - All payments are made in Canadian funds or as otherwise specified. All prices shown in this PO are firm and are not subject to adjustment. The phrase "on an as required basis" is used where a blanket PO is being issued; the BUYER is not committed to purchase the full value of the PO, but is rather indicating for the time period covered by the PO, the prices and conditions under which the ongoing purchases will be made, the value of the PO represents the upset limit that the BUYER is expecting it may spend on the purchase of these goods and services. The BUYER pays the Supplier the Harmonized Sales Tax, where applicable.

METHOD OF SHIPMENT AND PACKING - Goods are packaged in a manner which assures that they are protected against deterioration and contamination. All goods are delivered to the F.O.B. point specified in the PO. Title and risks remain with Supplier until delivery.

INSPECTION AND REJECTION - The goods and services furnished are exactly as specified in the PO. They are free from all defects in design, workmanship and materials. The goods and services are subject to inspection and test by BUYER at any time and place. If the goods and services furnished are found to be defective, BUYER may reject them, or require Supplier to correct or replace them without charge, or require a reduction in price which is equitable under the circumstances. If Supplier is unable or refused to correct or replace such items within a time deemed reasonable by BUYER, BUYER may terminate this PO in whole or in part. Supplier bears all risks as to rejected goods and services. Supplier reimburses BUYER for all transportation costs, other related costs incurred, and overpayments in respect of the neglected goods and services.

CHANGES - BUYER may make changes to this PO including to the drawings and specifications for specially manufactured goods, or place of delivery, by giving notice to Supplier. If such changes affect the cost of or the time required for performance of this PO, an equitable adjustment in the price or date of delivery or both will be made. No change by Supplier is allowed without written approval of BUYER. Any claim of Supplier for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Supplier of notification of such change. Nothing in this Article excuses Supplier from delivering the goods and services described in this PO.

MAINTENANCE AND OPERATION - The Supplier supplies to BUYER instructions for installation, operation, maintenance and repair of the goods.

WARRANTY - Supplier warrants to BUYER that goods supplied under this PO are free from defects in material, workmanship and design, suitable for the purposes intended implied, in compliance with all applicable specifications and free from liens or encumbrance on title. All services are performed in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields.

INVOICES - All invoices shall be mailed to BUYER at its office as indicated on the face of this PO and will state BUYER's PO number clearly on the invoice. Invoices shall be rendered for each PO or for each shipment if more than one is made on an order.

GOVERNING LAW - This PO shall be governed by the laws of the Province of Ontario.