1. **AGREEMENT**
Unless there is a separate written agreement between the Supplier and The St. Lawrence College of Applied Arts and Technology (“College”) as indicated on the Purchase Order (“PO”) (an “Agreement”), this PO and any attachments are the sole agreement between the College and the Supplier with respect to the goods and/or services specified in this PO. Verbal agreements are not valid and all communication and any amendments relating to this PO must be in writing and signed by an authorized College employee. This PO may be terminated by the College with or without cause. If there is an Agreement and there is any conflict or inconsistency between such Agreement and this PO, the terms of the Agreement shall govern.
2. **ACCEPTANCE**This PO constitutes an offer which becomes a contract on the terms and conditions contained herein when accepted by acknowledgement, upon delivery of services or shipment of goods by Supplier, whichever comes first. Acceptance of this offer is limited to the terms herein without modification. Any modification of these terms, including those with the Supplier’s acceptance, shall not operate as a rejection of this offer but this offer shall be deemed accepted without such additional or modified terms and/or conditions.
3. **PRICE, TIME, SPECIFICATIONS AND INSPECTION**
The price of the goods and/or services is stated on the PO. Time is of the essence with respect to delivery of the goods. The goods must be delivered (a) to the address specified in this PO (“Delivery Location”) during the College’s normal Shipping & Receiving hours; (b) strictly in accordance with the quantities, qualities and specifications shown; and (c) on the delivery dates specified. The College has the right to inspect the goods on or after the delivery date. The College has the right to reject and return, for full credit, at the Supplier’s expense, all goods that are non-conforming or defective, late shipments, and excess goods. If the College rejects all or any portion of the goods or if the goods are not delivered by the Supplier on time, the College may purchase replacement goods elsewhere and the Supplier shall be liable for actual and reasonable costs and damages incurred by the College. The Supplier shall promptly notify the College if it will be unable to comply with the delivery date as specified in the PO.
4. **SHIPPING TERMS, TITLE AND PACKAGING**
Delivery shall be made DDP Delivery Location, Incoterms® 2010. Supplier shall give written notice of shipment to the College when the goods are delivered to a carrier for transportation. The **Purchase Order** number must appear on all shipping documents, shipping labels, bills of lading/air waybills,packages and invoices. Title passes to the College upon delivery of the goods to the Delivery Location. All goods shall be packed for shipment according to the College’s instructions or, if there are no instructions, in a manner sufficient to ensure that the goods are delivered in undamaged condition and in accordance with applicable law and industry standards. Each shipment must include a packing slip and all packages containing Workplace Hazardous Material Information System (“WHMIS”)/Globally Harmonized System (“GHS”) designated substances must be properly marked with GHS compliant labels.
5. **COMPLIANCE WITH APPLICABLE LAW AND COLLEGE POLICIES**
The Supplier and any subcontractors shall comply with all applicable federal, provincial and municipal statutes, regulations and by-laws pertaining to the goods and/or services or that govern the College’s distribution of the Supplier’s goods as, or as part of, a College product. Supplier shall obtain all applicable permits, licences, consents and approvals required for the Supplier to manufacture and deliver the goods and/or perform the services. Proof of completion of AODA Customer Service Training shall be provided upon request of the College. The Supplier must provide printed or electronic Safety Data Sheets (SDS) outlining order for any WHMIS/GHScontrolled substance designated in regulations as issued by WHMIS or GHS. Supplier is also required to comply with the College's Sexual Assault and Sexual Violence Policy and Protocol, St. Lawrence College Smoke Free Campus Policy and Workplace Harassment Discrimination and Bullying. These policies can be found by visiting <https://www.stlawrencecollege.ca/about/reports-and-policies>
6. **CSA APPROVAL**
All electrical equipment must be CSA approved, or bear Ontario Hydro special inspection label before acceptance. Equipment received without such approval may, at the discretion of the College, be returned for full credit or submitted to Ontario Hydro for approval at the Supplier’s expense.
7. **DOCUMENTATION**The Supplier agrees to furnish without additional charge, at the time of delivery of the goods, all technical documentation necessary to operate, repair, calibrate and maintain such goods. Documentation is to include the operating manual, service manual and all electronic circuit diagrams.
8. **INSURANCE**Supplier represents and warrants that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of goods and services similar to those provided hereunder, including WSIB coverage and comprehensive commercial general liability insurance of not less than $5 million per occurrence.
9. **REPRESENTATIONS AND WARRANTIES**Supplier represents and warrants that: (a) it has the right to enter into this PO and at its own expense will comply with the terms of this PO; (b) no claim, lien, or action exists or is threatened against the Supplier that would interfere with the College’s rights under this PO; (c) goods specified in this PO are, (i) of merchantable quality; (ii) fit for intended purposes; (iii) free from defects in design; (iv) in strict compliance with the specifications; and (v) from date of receipt will be free from defect in material and workmanship for the longer of the time period specified in this PO and the Supplier’s standard warranty term; (d) services specified in this PO will be performed by the Supplier exercising the degree of professionalism, skill, diligence and care reasonably expected from an experienced provider of similar services and in accordance with the specifications; and (e) goods and services specified in this PO do not infringe any privacy, publicity, reputation or intellectual property right of a third party, the Supplier has disclosed to the College in writing the existence of any third party code, including without limitation open source code, that is included in or is provided in connection with the goods and that the Supplier and the goods are in compliance with all licensing agreements applicable to such third party code and authors, if any, have waived all rights to the products and services’ integrity and to be associated with them as authors. Supplier shall assign to the College all manufacturer’s warranties for goods not manufactured by or for Supplier, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to the College.
10. **GOVERNING LAWS**This PO is governed by the laws of the Province of Ontario and the federal laws applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.
11. **ASSIGNMENT**The Supplier may not assign or subcontract this PO, in whole or in part, without the College’s prior written approval.
12. **INDEMNITY**Supplier shall indemnify, defend and hold harmless the College, its respective officers, directors, employees and agents from and against all claims, fines, losses, damages, legal fees and other liabilities (including special and consequential damage and damages for loss of use) arising out of: (a) death, bodily injury, or loss or damage to personal property resulting from the use of the goods or services, or from the failure of the goods or services to comply with the warranties hereunder; (b) any claim that the goods or services infringe or violate the intellectual property rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission of Supplier or any of its affiliates or subcontractors; (d) Supplier’s breach of any of its obligations under this PO; and (e) any liens/encumbrances relating to the goods or services.
13. **LIMITATION OF LIABILITY**To the extent permitted by applicable law, in no event will the College, including its subsidiaries or other related entities, be liable for **any** lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind.
14. **INVOICES, PAYMENT AND SET OFF**
Supplier shall send an invoice to the College at AcctsPayable@sl.on.ca on or any time after the completion of delivery of the goods and/or performance of the services. The College shall pay properly invoiced amounts due to Supplier within 30 daysafter College’s receipt of such invoice, expect for any amounts disputed by the College in good faith. The parties shall **seek** to resolve all such disputes expeditiously and in good faith. The College reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by the College to the Supplier under the PO.