

PURCHASE ORDER TERMS AND CONDITIONS

Agreeing to supply any part of this signed order constitutes acceptance of the following conditions:

1. **SUBSTITUTES/EXCHANGES.** No substitutes or exchanges will be made without authority from the Purchasing Department
2. **CASH REFUNDS.** No cash refunds are to be given to any individual for any goods returned as originally ordered by the purchase order.
3. **PURCHASE ORDER NUMBER.** KWANTLEN POLYTECHNIC UNIVERSITY will not be responsible for payment of any items supplied to any individual, or ordered by telephone, without an official purchase order number.
4. **PRICE.** If price is omitted on order except where the order is given in acceptance of quoted prices, vendor's price is to be the lowest prevailing market price.
5. **TIME OF THE ESSENCE.** Time and manner of shipment and delivery are of the essence of this order. Buyer reserves the right to refuse any goods and to cancel all or any part of this order if Seller fails to ship or deliver all or any part of the goods in accordance with the quantities and specification shown and on the delivery date stated with the terms of this order. Acceptance of a partial shipment of the order shall not bind the Buyer to accept future shipments, nor deprive him of the right to return goods already accepted.
6. **SHIPMENT/DELIVERY.** Ship or deliver to the KWANTLEN POLYTECHNIC UNIVERSITY Campus location shown on the face of this purchase order. Packing Slips must accompany each shipment, must show purchase order number and itemize goods contained therein. All shipments must be forwarded PREPAID unless otherwise stated on the purchase order. Delivery shall not be deemed to be complete until goods have been actually received and accepted by the Buyer.
7. **INSPECTION.** Articles are subject to inspection by the Buyer notwithstanding prior payment. Any goods rejected may be held at the Seller's risk and expense or returned at the Seller's expense, goods damaged to be replaced immediately at the Seller's expense.
8. **TOXICITY DATA/MATERIAL SAFETY DATA SHEETS.** Seller shall supply any pertinent toxicity data relative to human and environmental health effects and other recommendations for the safety handling of the material order. Material Safety Data Sheets are required and labelling by the Seller is required in accordance with the Workplace Hazardous Materials Information System (WHMIS)
9. **ELECTRICAL MATERIAL, EQUIPMENT AND ASSEMBLIES.** All electrical equipment, material and assemblies must be C.S.A. or E.E.I.B. approved and marketed.
10. **INVOICES.** Invoices are to be forwarded to the Accounts Payable at the time of shipment, showing purchase order number and itemizing goods shipped and charged. Charges for freight, postage, insurance, crating or packaging, etc., must be shown as a separate item on the invoice.
11. **FOREIGN SUPPLIERS.** Foreign Suppliers must complete and attach an original Commercial Invoice and direct the shipment care of a Customs Broker as instructed on the face of this purchase order. KWANTLEN POLYTECHNIC UNIVERSITY will not be responsible for any storage charges incurred while awaiting customs clearance papers.
12. **PATENT INFRINGEMENT.** Seller agrees to indemnify and hold it harmless the Buyer from and against all liability, loss, damage and expenses, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement or any litigation based thereon, with respect to any part of the goods covered by this order, and this indemnification shall survive acceptance of the goods and payment therefor by the Buyer.
13. **WARRANTY.** Seller expressly warrants that the goods covered by this order are of merchantable quality and satisfactory and safe for consumer use and further provides full warranty or manufacturers warranty as specified on this purchase order. All warranties accrue to KWANTLEN POLYTECHNIC UNIVERSITY.
14. **ENTIRE AGREEMENT.** This contract contains the entire agreement of the parties. It may not be modified or terminated orally, and no claimed modification, termination or waiver shall be binding on Buyer unless in writing signed by the Buyer or the duly authorized representative of the Buyer.
15. **APPLICABLE LAW.** The definition of terms used, interpretations of the agreement and the right of all parties hereunder shall be construed under and governed by the laws in for in the Province of British Columbia, unless otherwise specified herein.