

**Durham Catholic District School Board**  
**Purchase Order Standard Terms and Conditions:**

**Purchase Order Required:** The Durham Catholic District School Board (the Board) shall not be responsible for Good(s) and/or Service(s) provided to Board employees without a valid, approved Purchase Order issued by the Board's Purchasing Services Department.

Unless otherwise amended by a contract document which takes precedent, the acceptance of this Purchase Order shall confirm the Vendor accepts the following Terms and Conditions:

**Pricing:** prices shall include all packing, shipping, prepaid cartage, freight and postage, unless otherwise specified on the Purchase Order. Prices are F.O.B. destination. The Vendor shall not execute a Purchase Order at prices higher than those indicated on the Purchase Order without prior written approval issued by the Board's Purchasing Services Department. Where cash discounts are applicable, the Board shall apply discounts at time of payment.

**Taxes:** All applicable taxes (HST / GST) shall be shown separately on submitted invoices. The vendor will be responsible and liable for payment of any customs duty, import taxes and all other tariffs and fees imposed by the Canadian Government on products subject to assessment.

**Deliveries:** All deliveries must be accompanied by a packing slip referencing the Purchase Order Number. Partial or Incomplete Orders or back orders and/or substitutions are discouraged and must be approved in advance of delivery by the DCDSB Purchasing Services Department or they may be refused. Packing slips and invoices must not include items that have not been delivered. The Vendor must receive a signature from an authorized Board employee acknowledging receipt of the order. Goods lost or damaged in transit must be replaced by the Vendor and the DCDSB will not bear any portion of the costs for replacement. If the delivery date specified on the Purchase Order cannot be met, the Vendor must receive approval from the Purchasing Services Department prior to shipping. The DCDSB reserves the right to cancel the order in its entirety or in part. The Vendor is responsible for unloading and delivery into the receiving site. Most Board sites do not have loading docks or lifting equipment.

**Operation of Vehicles:** All vehicles, including delivery or service vehicles must not enter or leave school grounds when students are in the area unless directed by or with permission of the school and/or administrative staff.

Drivers of motor vehicles shall not operate their vehicles beyond the designated parking areas unless permission is obtained from the school principal or an authorized official to locate and operate the vehicle elsewhere. Such vehicles shall be operated in due caution at all times while on school property.

On or near school grounds, the driver or operator must comply with the following:

- (i) Speed limit must not exceed 8 km (5 miles) per hour at any time;
- (ii) Vehicles or equipment must not be operated in the school yard during recess, lunch hour or other times of outdoor activity unless directed by or with permission of the school and/or administrative staff;
- (iii) When a vehicle is parked in a schoolyard, the following conditions must be met:
  - (a) the ignition turned off;
  - (b) the key removed;
  - (c) the transmission placed in park (neutral if not parked);
  - (d) the parking brake engaged; and
  - (e) the doors locked.
- (iv) All accidents which occur on Board property, no matter how minor, must be reported immediately to the school principal.

**Invoicing:** Invoices must reference the Purchase Order Number and be provided only upon provision of the Good(s) and/or Service(s). Cash on delivery (COD) orders will not be accepted. No prepayments for Good(s) and/or Service(s) will be authorized.

**Payment:** The DCDSB shall pay all invoices for authorized Purchase Orders within forty-five (45) days of receipt of such invoice on condition that the goods and/or services have been received and accepted, and that the invoice is found to be in order and accompanied by all required documentation. Payment will be made only to the Vendor to whom the Purchase Order was issued.

**Vendor Assignment:** The Vendor shall not transfer or assign this Contract or any part hereof, without prior written consent from the DCDSB.

**Vendor's Representations and Warranties:** The Vendor warrants (i) the quality, safety, merchantability and fitness of the Good(s) provided for the purposes indicated, expressly or impliedly, by the Board; (ii) that the Good(s) conform to the samples provided by the Vendor to the Board and all specifications and product literature supplied by the Vendor or its agents and representatives to the Board; and (iii) that the Good(s) will be fit and sufficient for the purposes intended. If the Good(s) fails to conform to the foregoing warranty, the Vendor shall, at its own expense, render the Board or any party claiming through the Board all such service or assistance as the Board may reasonably request in enforcing the aforementioned warranty.

**Intellectual Property and Copyright:** The Vendor represents and warrants that the Good(s) and its use and distribution by the Board does not infringe upon the intellectual property and other rights of any person, firm or corporation. The Vendor shall indemnify and hold the Board forever harmless from (i) any product liability, and (ii) all liability for infringement of patent, trademark, brand, utility model, design, pattern, copyright or other industrial property rights in the Good(s) The Vendor shall obtain and maintain for a period of at least two (2) years following the last delivery hereunder, product liability insurance in the minimum amount of \$2,000,000.00 with insurers satisfactory to the Board.

**Lawful Good(s) and/or Service(s):** All Good(s) and/or Service(s) provided under the Contract must comply with all applicable laws, regulations and statutes including but not limited to Occupational Health and Safety Regulations including WHMIS, CSA Approval, Consumer Protection Legislation,

**Force Majeure:** The Board shall not be liable for any delay or failure in taking delivery of all or any part of the order, or for any other default in performance of this Contract due to the occurrence of any event of force majeure ("Force Majeure") including without limitation any act of God, law, regulation, order, direction or guidance of any government or instrumentality thereof, intervention of civil, naval or military authorities, war of hostilities or the threat of apprehension thereof, warlike conditions, riot, civil commotion, insurrection, mobilization, revolution, blockade, embargo, strike, lockout, slowdown, sabotage of petroleum products, fuel or energy sources or other raw materials, accidents to or breakdown of machinery or plant, unavailability or shortage of shipping space or transportation, facilities, port facilities or loading or unloading facilities, perils of the seas, accident of navigation or any other event of nature whatsoever beyond the control and affecting the activities of the Board. On the occurrence of any event of Force Majeure, the Board shall have the option either (i) to extend the time of taking delivery of the Order or performing its other obligations under this Contract during such periods as the event of Force Majeure shall continue or (ii) to terminate unconditionally this Contract in whole or in part. In the event of the Board exercising such option, the Vendor shall accept such extension of time or termination as the case may be, without claim against the Board.

**Vendor's Default:** In the event that the Vendor fails to perform any provision of this Contract or is in breach of any express or implied term thereof, or becomes insolvent, or makes assignment for the benefit of creditors, or is adjudicated bankrupt or suffers a receiver to be appointed to its business, or makes a material liquidation of its assets, or ceases to do business or to exist, the Board reserves the right to terminate unconditionally this Contract or any part hereof, to reject the Good(s) or to dispose of it for the account of the Vendor at a time and price which the Board deems reasonable, and the Vendor is bound to reimburse the Board for any loss or damage sustained therefrom.

**Rights and Remedies Cumulative:** The rights and remedies of the Board hereunder are cumulative and in addition to the Board's rights, powers and remedies existing at law all of which are expressly reserved. No failure by the Board to give written notice of any default by the Vendor in performing any provision of this contract shall constitute a waiver thereof, nor shall any delay by the Board in enforcing any of its rights hereunder or at law be deemed a waiver of any other subsequent default.

**Arbitration:** All disputes, controversies or claims arising out of or in connection with this Contract in any manner whatsoever including without limitation respecting its formation, execution, validity, application, interpretation, performance, breach, termination, enforcement and the damages and/or other remedies resulting from breach, non-performance or non-compliance with this Agreement shall be finally determined under the *Arbitrations Act* (Ontario). The award shall be final and binding upon the parties hereto, and judgement on such award may be entered in any court or tribunal having jurisdiction thereover.