



The UNIVERSITY of WESTERN ONTARIO

STANDARD TERMS AND CONDITIONS OF PURCHASE

Western
UNIVERSITY · CANADA

TERMS

1. The Supplier by the acceptance of this Order accepts all terms and conditions hereof. These terms and conditions supersede and take precedence over any and all previous verbal or written arrangements in connection with this Order. Any deletions, modifications, alterations of, or additions to the terms and conditions of this Order to be binding shall be in writing and signed by both the Supplier and The University of Western Ontario (herein after called Western) and shall be attached to this Purchase Order form.
2. Western University is committed to sourcing in an ethical, legally compliant, and socially responsible manner. The University expects its suppliers to adhere to equivalent standards and to affirm their compliance with the standards in [Western's Supplier Code of Conduct](#) and ensure the standards are being upheld by any of their subcontractors.
3. All invoices must be addressed and forwarded to The University of Western Ontario, Accounts Payable at: Support Services Building Suite 6100, 1393 Western Road, London, Ontario, N69 1G9
4. All packages, invoices, correspondence, customs documentation, bills of lading and packing slips must have the complete Purchase Order number prominently displayed and packing slips must accompany all shipments.
5. Payment will be made in Canadian funds Net 30 days from invoice receipt or satisfactory delivery of goods or services, whichever is later, unless otherwise noted on the Purchase Order. Cash discounts are calculated from the date of receipt of invoice. Western will not consider any prepayment terms.
6. The price on the Purchase Order is the total cost and includes all fees and charges of any kind including patent, permit, inspection, royalty and license fees, charges for crating, boxing, insurance, cartage and re- stocking, and government tax levies, unless otherwise stated on the Purchase Order.
7. All applicable taxes are specified on the Purchase Order.
8. All electrical or electronic components and equipment supplied under this Purchase Order shall be approved in accordance with the Ontario Electrical Safety Code and must be certified for the intended use of the equipment in Ontario, Canada by a Certification Organization accredited with the Standards Council of Canada Act. The Supplier is responsible to obtain the required certification, labels and approvals or equivalent, or arrange and pay for an inspection by an accredited certification agency. The Supplier is also responsible for all modifications to pass the inspection.
<https://esasafe.com/electrical-products/recognized-certification-marks/>
9. All goods must be packaged and transported in accordance with all relevant Federal, Provincial and State regulations.
10. Material Safety Data sheets (MSDS) and appropriate labels must accompany all hazardous products as defined under the federal Hazardous Products legislation and provincial WHMIS legislation. Dangerous goods shall be shipped only in compliance with Canadian Transportation of Dangerous Goods (TDG) Regulations, 49 CFR U.S. Hazardous Materials Regulations, and all other environmental laws, rules, regulations and procedures, where applicable.
11. The use and reproduction of the Western names, logos and trademarks are governed by Western who shall approve all products using the names, logos or trademarks of Western prior to commencement of any work. All ideas, art and software paid for by Western shall become the sole and exclusive property of Western and are to be delivered or returned upon request.
12. Suppliers outside Canada shall provide Canada Customs invoices with fully completed, acceptable shipment documentation to the Western customs broker as noted on the Purchase Order. The full value must be disclosed.

CONDITIONS

1. Time shall be of the essence and all goods and services shall be delivered in strict accordance with the delivery dates specified, the quantities specified and the requirements of this Purchase Order and attached specifications (if any). Failure to deliver or install in the quantities and with the specifications described on the delivery dates specified shall entitle Western at its sole option to cancel any portion or all of the shipment without liability or cost, in addition to any other rights of Western.
2. All goods under this Purchase Order are subject to inspection and approval, following delivery for a period of not less than sixty (60) days notwithstanding prior payment. In the event any goods are rejected by Western, in its sole discretion, such goods shall be returned at the Supplier's expense and the Supplier shall credit Western accordingly within fifteen (15) days of return of the rejected goods.
3. The Supplier covenants that any goods, materials, or equipment supplied pursuant to this Purchase Order are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all Manufacturer's and Western's specifications and are fit for their ordinary purpose, unless Western has made a particular purpose known to the Supplier, in which event the goods shall be fit for that particular purpose as well.
4. In addition to Western's rights at law, of this Purchase Order, and any other Supplier warranties, and regardless of prior payment, the Supplier shall, at its own expense, replace any goods or parts thereof or redo any services which become defective or unusable as a result of faulty manufacture, design, material or workmanship for a period of one (1) year from date of delivery or installation (whichever is later).
5. Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control, such as natural disasters, acts of war, insurrection, and terrorism. If a party seeks to rely on a force majeure event, that party shall immediately notify the other party of the reason for and anticipated period of any delay.
6. In the event of any breach of warranty at law or pursuant to this Purchase Order by the Supplier, at any time during the warranty period, the Supplier shall, at Western's option, repair the goods, materials or equipment or replace same with an equivalent or better product at no additional cost to Western within fifteen (15) days of Western notification to do so.
7. Workplace Safety and Insurance Board (WSIB): All workers on the properties of The University of Western Ontario must be covered by the WSIB for the duration of any contract. Vendor must maintain a valid Certificate of Clearance in good standing throughout the duration of all contracts. Western reserves the right to request proof of coverage at any time throughout the duration of the contract.
8. For all services delivered pursuant to this Purchase Order, the Supplier and its approved Subcontractors (if any) shall:
 - a) perform all work to the full satisfaction of Western;
 - b) obtain and maintain full and adequate commercial liability insurance in the amount not less than \$2,000,000 with Western as an additional insured covering performance of the work, which shall be available to Western upon their request;
 - c) obtain and maintain Worker's Safety Insurance Board (WSIB) coverage and provide both WSIB number and proof of satisfactory standing to Western upon request;
 - d) fully comply with all applicable policies and rules of Western including conflict of interest policies.
9. This Purchase Order and any subsequent contract arising there from shall not be assigned or subcontracted in whole or in part without the prior written permission of Western, which permission may be unreasonably withheld.
10. All goods and services provided pursuant to this Purchase Order shall be in strict compliance with all laws, regulations, codes and standards of Canada, at the sole cost of the Supplier.
11. The Supplier shall indemnify and save harmless Western, its directors, employees, students and agents from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines, cost and expenses including legal fees or other proceedings of any kind or nature directly or indirectly arising out of performance of the Work or supply of the Goods, including but not limited to personal injuries to anyone, breach or alleged breach of intellectual property laws, environmental non-compliance, product liability and property damage.
12. This Contract shall be construed and governed by the laws and courts of the Province of Ontario, Canada.
13. Supplier shall treat as confidential and safeguard all knowledge or information acquired by it or its officers, employees, agents or sub-consultants during the course of this exercise.

14. To ensure the health, safety and wellness of all individuals, all Temporary or Placement Agency employees working on our main campus, must comply with Western's policies located at <http://www.uwo.ca/fm/who/policies.html>

SHIPPING

1. These instructions are for orders where the University assumes risk at the point of origin. (Disregard if you are shipping "free of charge" or DDP Western Receiving London, London Ontario Canada). Goods are to be shipped BEST WAY, Prepaid and Charged unless otherwise directed on the Purchase Order.

FOREIGN ORDERS

2. DROP SHIPPING, DDP UNIVERSITY OF WESTERN ONTARIO, AND FREE DOMICILE SHIPMENTS: To avoid entry errors with Canada Border Services Agency (CBSA), shippers must identify the actual purchaser of the goods as the "Importer of Record" and include the name of their Customs broker where goods are shipped "free domicile", DDP London Ontario, or when drop-shipping on behalf of third parties.
3. CUSTOMS DOCUMENTATION: (FOR SHIPMENTS OTHER THAN DDP LONDON, DROP SHIPMENTS OR FREE DOMICILE SHIPMENTS)

Every shipment requires the following documents

- A) Commercial Invoice: Invoice must provide complete and accurate descriptions, disclose the full transaction value of the shipment, including all discount amounts and types, and the Country of Origin of the goods. Please quote our tax ID number 108162587RM0001. Invoices must be in conformity with CBSA's Invoice Requirements <http://www.cbsa.gc.ca/publications/dm-md/d1/d1-4-1-eng.html>
- B) Canada Customs Invoice: For shipments valued over \$2,500.00 CAD
- C) USMA/CUSMA Certificate of Origin: If applicable
- D) Packing List: Packing slip, affixed to the outside of the package.

3 copies of the above documents are to be given to the transport company with the shipment. One set is to be placed in an envelope, affixed to the outside of the package.

4. Where goods require special handling or expediting, please fax one set to The University of Western Ontario Customs Office, customs@uwo.ca
5. PERISHABLE SHIPMENTS: Shipments must be packed to withstand 72 hours in transit. Ship no later than Wednesday.
6. Customs Clearance: Please direct all carriers to notify Thompson Ahern International for Customs clearance. Telephone: 905-677-3471 Fax: 905-677-3464
7. For clarification regarding Customs and transportation matters, contact: Customs and Traffic Section, Procurement Services. Telephone: 519-661-2111 Ext 84587 customs@uwo.ca