

STANDARD TERMS AND CONDITIONS - University of Waterloo - (The Purchaser), Procurement and Contract Services

All Purchase Orders issued by the University of Waterloo are subject to the following Standard Terms and Conditions.

1. Suppliers outside Canada must provide Canada Customs Invoices with fully completed shipment documentation in accordance with regulations, to the University of Waterloo's customs broker, noted on the Purchase Order.
2. All packages, packing slips, invoices, correspondence, customs documentation and freight bills of lading must have the complete Purchase Order number prominently displayed and packing slips must accompany all shipments.
3. Payments will be made in Canadian funds unless otherwise noted on the Purchase Order. Cash discounts are calculated from the date of invoice.
4. Applicable taxes must be specified on the Purchase Order. All applicable tax registration numbers must also be stated thereon.
5. Unless otherwise stated, the price on the Purchase Order represents the complete cost to the Purchaser to the specified point of delivery; and includes every license fee, patent, royalty, government and municipal tax levy and charge of every description as well as charges for crating, boxing and cartage.
6. Time shall be of the essence of this contract. The goods/services must be delivered strictly in accordance with the quantities and specifications shown and on delivery date(s) specified. The Purchaser shall otherwise be at liberty to cancel and terminate this contract in whole or in part without penalty.
7. This order shall not be assigned in whole or in part without the prior written approval of the Purchaser.
8. Goods are subject to inspection by the Purchaser upon request notwithstanding prior payment. All or any goods received by the Purchaser will be subject to inspection and rejection by the Purchaser and if rejected may be held at the Seller's risk and exposure or returned at the Seller's expense. The Purchaser reserves the right to retain any portion or all of any shipment not strictly in accordance with the specifications and in such case will pay a reasonable portion of the contracted price. However, retention shall not preclude the Purchaser from rejecting the remainder of the shipment or any part thereof in accordance with specifications.
9. All electrical/electronic components or equipment subject to standards approval for use/consumption in the Province of Ontario must conform to the standards approved by Canadian Standards Association (CSA).
10. Material Safety Data Sheets (MSDS) and appropriate labels must accompany all hazardous products as defined under the federal Hazardous Products Act and the provincial WHMIS legislation.
11. All goods and services provided to the University of Waterloo shall be in strict compliance with all current, and future revisions to, applicable legislation, safety and design codes and standards in Canada, specifically, but not limited to,
 - a) the Occupational Health and Safety Act (Ontario);
 - b) the Transportation of Dangerous Goods Act (Canada);
 - c) the Hazardous Products Act (Canada) and the WHMIS (Ontario) legislation for hazardous products;

The Supplier shall comply with all applicable Laws, and all costs associated with compliance shall be borne by the Supplier. If the attention of the Supplier is called to any compliance violation, the Supplier shall be fully responsible in meeting legislative requirements and shall immediately desist from or correct such violation.

12. Prior to delivery of any goods/services to the University of Waterloo, the Supplier shall be the legal and beneficial owner, and shall have good and valid title to all goods/services sold or to be sold by the Supplier to the University of Waterloo under this Purchase Order. Title to goods/services shall pass to, and shall become the sole property of the University of Waterloo upon receipt to the premises designated by the University of Waterloo.

13. Until such time as title to these goods passes to the University of Waterloo, these goods shall remain in all respects at the risk of the Supplier.
14. The Supplier warrants that any goods, materials, articles or equipment, to be supplied under or pursuant to this Purchase Order, that are to be made or used for a particular purpose, will be fit and suitable for that purpose.
15. Goods shall conform to all Manufacturers' specifications and shall be new, unused and free of any defects in design, materials and workmanship under the University of Waterloo's intended use of the goods for the duration of the warranty period, unless otherwise specified in the contract.
16. Warranties shall apply notwithstanding any inspection, testing, acceptance of, or payment for the goods by the University of Waterloo.
17. All goods which are either defective or do not comply with the warranty, shall be repaired or replaced with new goods at no cost to the University of Waterloo at any time during the warranty period or at any time after the expiry of the warranty period if the defect or non-compliance arose during the warranty period.
18. The Supplier shall pay all royalties and license fees for patent to invention rights, copyrights, trademarks and service marks; and defend all suits or claims for the infringement of any patent to invention rights, trademarks and service marks involved in the items furnished in commitment to this Purchase Order.
19. Supplier shall indemnify, defend and hold harmless the University of Waterloo from and against any claims, suits, demands, judgment, settlements, losses, damages and expenses (including reasonable legal fees) and costs asserted against or incurred by the University of Waterloo arising out of or relating to the Supplier's acts, omissions, negligence and/or breach of its warranties or contractual obligations under this Purchase Order.
20. University of Waterloo shall indemnify, defend and hold harmless the Supplier from and against any claims, suits, demands, judgment, settlements, losses, damages and expenses (including reasonable legal fees) and costs asserted against or incurred by the Supplier arising out of or relating to the University of Waterloo's acts, omissions, negligence and/or breach of its warranties or contractual obligations under this Purchase Order.
21. The reproduction of the University of Waterloo names and trademarks is strictly limited to the fulfilment of the Purchase Order and is not intended for and does not permit any advertising, promotion or any other purpose other than that stated on the purchase order.
22. During the performance of the Services, the Supplier will maintain commercially reasonable insurance coverage for the operation of a similar business including, but not limited to, commercial general liability insurance, including contractual liability, personal injury, completed operations, products liability, personal injury, property damage and the Supplier shall include the University of Waterloo as an additional insured to such policy which shall have a minimum liability limit of five million dollars (\$5,000,000.00) per occurrence. The Supplier shall also maintain a certificate of insurance of at least five million dollars (\$5,000,000.00) in automobile/or non-owned automobile coverage related to the operation of any vehicles in the conduct of its business. The Supplier agrees to give the University of Waterloo thirty (30) days' prior written notice of cancellation of, material alteration in, or lapse of, such insurance policies and does hereby represent and warrant to the University of Waterloo that such insurance policies shall not be invalidated with respect to the interest of the University of Waterloo by reason of any breach or violation by the Supplier of any warranties, declarations, or conditions contained in the insurance policies.
23. The Supplier shall, if required under Applicable Laws, at all relevant times have a valid clearance certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario, or in other districts, Employer's Liability Insurance or worker compensation insurance in the amount of not less than \$5,000,000 in coverage, and shall submit either a current clearance from WSIB proving coverage, or a copy of the insurance policy, to the University of Waterloo prior to the commencement of performing the Services.
24. The University of Waterloo reserves the right to accept, reject or amend any insurance offered by the Supplier.

25. All equipment or assets proposed to be purchased under a Purchase Order must be entirely new unless otherwise specifically requested or agreed to by the University of Waterloo.

26. In the fulfilment and delivery of the products/services per the Purchase Order, the Supplier must comply with the University of Waterloo Policies including but not limited to: Prevention of and Response to Sexual Violence, Ethical Behaviour and Health, Safety and Environment and the Ontario Human Rights Code. Breach of this Term may result in penalties, cancellation of the Purchase Order or other sanctions. Refer to the University of Waterloo Secretariat website pages for Policies, procedures and guidelines: <https://uwaterloo.ca/secretariat/policies-procedures-guidelines>.

27. The agreement and contract created by the Purchase Order shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties agree to attorn to the jurisdiction of the courts of the Province of Ontario in the resolution of all disputes or matters related thereto.

28. The agreement and contract created by the Purchase Order shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, including without limitation, the administrators or executors to the estate of any party hereto.

29. No public announcements or press release concerning the Products and/or Services under the Purchase Order shall be made without the advance written consent of the University of Waterloo.

30. The provisions of this agreement shall be deemed independent and severable, and the invalidity of any part of this agreement including but not limited to any part of these Terms and Conditions or any related schedules shall not impair or affect in any manner the validity, enforceability and effect of the balance of this agreement.

31. To the extent permitted by applicable law, the Supplier agrees that the University of Waterloo's total maximum aggregate cumulative liability to the Supplier for all past, present and future claims, demands, actions, causes of actions, requests, lawsuits, judgments, damages, costs, expenses, prejudices or losses, excluding fraud related claims, in relation to or arising under this Purchase Order (whether for breach of contract, strict or statutory liability, negligence or any other legal or equitable theory) shall be limited to the total payment liability of the University of Waterloo under the Purchase Order. THE SUPPLIER HEREBY AGREES THAT THE UNIVERSITY OF WATERLOO SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR NATURE ARISING OUT OF THIS CONTRACT.

32. The Supplier shall obtain the prior written approval of the University of Waterloo before retaining any subcontractor to perform work for any of the items in the Line Descriptions of the Purchase Order. Any approval of a subcontractor by the University of Waterloo shall not relieve the Supplier of its obligations under this Purchase Order.

33. Under the Public Accountability Act (Bill 122) and only where permitted by the University of Waterloo, the University of Waterloo will reimburse eligible and supported travel expenses billable at amounts **no higher than** the rates and parameters outlined in the University of Waterloo's Travel Policy 31: <http://secretariat.uwaterloo.ca/Policies/policy31.htm>.

34. The Supplier shall perform as an independent contractor, and nothing contained in this Purchase Order shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the Supplier and the University of Waterloo. The Supplier shall have no power or authority to bind the University of Waterloo or to assume or create any obligation or responsibility, express or implied, on the University of Waterloo's behalf.