

## TERMS AND CONDITIONS OF PURCHASE ORDER

1. The Supplier, by acceptance of this Purchase Order, accepts all the terms and conditions hereof. Unless waived or otherwise agreed in writing by the University, this Purchase Order and its terms and conditions shall not be altered, amended, varied, or modified. Any inconsistent or additional terms or conditions proposed by the Supplier are hereby rejected and shall not bind the University in any way. In the event that the terms and conditions of this Purchase Order are in conflict with, or differ from, the Supplier's terms and conditions, the terms and conditions of this Purchase Order shall prevail.
2. All documents, information, specifications, blueprints, tracings, or attachments provided by the University and pertaining to this Purchase Order must be treated in strict confidence by the Supplier and must not be transmitted to, or discussed with, a third party, nor reproductions made thereof, without prior written authorization of the University.
3. Unless otherwise specified, all shipments shall be delivered FOB destination, offloaded and installed (where specified), freight prepaid and included. It is the Supplier's responsibility to arrange full and complete protection of all shipments to the University. No additional charges of any kind, including charges relating to boxing, packaging or cartage will be allowed unless specifically agreed to in writing by the University. All packaging must adequately protect the goods given their specific nature. The Supplier shall ensure that University's property is kept clean of any rubbish or surplus materials resulting from the supply of goods or services. Title to goods, and the risk of loss or damage to such goods, shall transfer from the Supplier to the University upon delivery of the goods to, and acceptance of them by, the University.
4. The Supplier warrants that goods or services delivered or supplied pursuant to this Purchase Order will conform to any sample and any specifications, drawings, quotation or other description furnished by Supplier or adopted by the Supplier after being provided by the University and further that such goods and services will be fit, sufficient and safe for their intended purpose, and of merchantable quality, good material and workmanship and free from defect. These warranties shall survive acceptance of goods or services by the University. In the event that there is a breach of these warranties the University, at its option, may return goods to the Supplier or require that the Supplier rectify the goods or services at its expense.
5. In the event of the Supplier's failure to deliver as and when specified, the University may cancel this Purchase Order in whole or in part without prejudice to other rights and remedies, and may return part or all of any shipment at the Supplier's expense.
6. Payments will be made in Canadian funds unless otherwise stated on this Purchase Order. Where applicable, the dates and amounts of cash discounts shall be established by receipt of correct invoice or correct material according to the terms of the Purchase Order, whichever is later.
7. Where applicable, the University may withhold any and all payments due under this Purchase Order until an officer of the Supplier furnishes a Statutory Declaration sworn before a Notary Public stating that all invoices for labor and material provided to the Supplier relating to this Purchase Order have been paid in full.
8. Regardless of payment, all goods and services shall be subject to inspection and approval by the University without limitation as to time. The University may reject the goods and/or services, in whole or in part, and/or terminate the Purchase Order if, in the opinion of the University, the goods and/or services, in whole or in part, are unsatisfactory, non-conforming to Purchase Order specifications, or if the Supplier has breached any term or condition of this Purchase Order.
  - 8.1 In the case of rejected goods, the University may either return the goods to the Supplier at the Supplier's risk and expense, or, advise the Supplier to remove the rejected goods, at the Supplier's risk and expense, whereupon any responsibility of the University with respect to the rejected goods shall absolutely cease.
  - 8.2 In the case of rejected services, the University may either require the Supplier to re-perform the services at the Supplier's expense, or terminate the Purchase Order without payment and obtain the services from another source, at the Supplier's expense.
9. In addition to the University's rights at law and the University's remedies in Section 8, and regardless of payment, the Supplier shall, at the option of the University and at the Supplier's expense, replace any goods or parts thereof or redo any services which become defective or unusable as a result of a breach of the warranties contained in Section 4 for a minimum period of one year (unless otherwise specified) from:
  - 9.1 The date of acceptance of work and/or materials in the event such goods and services are purchased for the University's use; or,
  - 9.2 The date of the acceptance by the University of the entire project for the purposes of which the University ordered the goods and services covered by this Purchase Order.
10. The Supplier warrants and agrees that it has complied, and will continue to comply, with all applicable Workers' Compensation and Employment Insurance Laws in the Province of Nova Scotia, and all other applicable laws, codes, regulations, rules and orders. The Supplier agrees to indemnify the University and save the University harmless if the

Supplier fails to comply with the foregoing and, in the event of such failure, the University may cancel this Purchase Order without penalty. The Supplier further warrants that the prices set forth in this agreement are valid under all pertinent laws, orders and regulations.

11. Where work is performed on University premises, or is performed at other premises on behalf of the University, the Supplier may be required to provide proof satisfactory to the University that the Supplier has valid subsisting public liability and property damage insurance, and owned and non-owned automobile insurance, showing the types of coverage, and the amounts and the effective dates of the insurance, which shall not be less than \$2,000,000 (two million dollars) combined limit each accident or occurrence for bodily injury and property damage inclusive limits. Where the work to be performed warrants it, the University may require that the Supplier's liability insurance include the University as an Insured with respect to work performed by, or on behalf of, the Supplier.
12. Dangerous goods shall be shipped in compliance with all applicable environmental laws, rules, regulations and procedures. For all goods or materials subject to Workplace Hazardous Material Information System (WHMIS) legislation, Material Safety Data Sheets shall accompany the goods, and all applicable packaging shall bear the appropriate WHMIS labels.
13. The Supplier agrees to indemnify and hold harmless, the University, its Board of Governors, Senate, employees, students, servants and/or agents from and against all loss or expense by reason of the liability imposed by law upon the University, its Board of Governors, Senate, employees, students, servants, and/or agents, for damage, injury or expense because of bodily injury, including death, at any time resulting from, or sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Purchase Order due to negligent or wrongful acts or omissions of the Supplier, its employees and other persons for whom the Supplier is in law responsible. The Supplier further agrees to indemnify and hold harmless the University, its Board of Governors, Senate, employees, students, servants, and/or agents from all claims, demands, losses, costs, damages, actions, suits, or proceedings initiated by third parties arising from the negligence or wrongful acts or omissions of the Supplier, its employees and other persons for whom the Supplier is in law responsible.
14. The Supplier represents and warrants to the University that goods or services supplied pursuant to this Purchase Order do not constitute infringement of any patents, inventions, trademarks, copyrights or other intellectual property rights. The Supplier shall pay all royalties and patent license fees required for the performance of this Purchase Order, and at the Supplier's own expense, defend all suits and proceedings against the University and indemnify the University against any award of damages, demands, losses, charges or costs made against the University if such suits or proceedings are based on any claim that any of the products or services supplied constitute an infringement of a patent by the Supplier or the University. If any of the goods or services constitutes an infringement of patent and its use is enjoined, the Supplier shall, at the Supplier's own expense, procure for the University, the right to continue using the product or service, replace or modify the product or service so it becomes non-infringing and meets the needs of the University, or pay the University for loss of use of the product or service.
15. It is the responsibility of the Supplier to ensure that no representative of the Supplier will extend entertainment, gifts, gratuities, discounts or special services, regardless of value, to an employee of the University, or any member of the University Board of Governors, Senate, Faculties or Departments. The Supplier shall report to the Manager, Procurement Services, any attempt to obtain such favors. Further, the Supplier shall disclose if any University employee is involved with the Supplier's company in any way.
16. Any act of God, war, revolution, act of terrorism, fire, flood, explosion, strike, lock-out, riot, epidemic, accident, power outage, transportation shortage, interference of civil or military authority or other providential, governmental or physical cause, existing or future, beyond the reasonable control of the University or the Supplier, which prevents the Supplier from delivering or the University from receiving and/or using any of the items covered by this Purchase Order, shall operate to suspend deliveries during the period required to remove such cause, subject however, to the University's right to cancel this Purchase Order should any such delay extend beyond 30 days.
17. The Supplier shall not assign or sub-contract its interest in this Purchase Order without the prior written consent of the University. The Terms and Conditions of this Purchase Order shall survive any permitted assignment, and shall not relieve the Supplier of its contractual obligations.
18. Nova Scotia law shall govern this Purchase Order. The parties attorn to the jurisdiction of the Courts of Nova Scotia in respect of any disputes arising out of this Purchase Order, an appeal to the Supreme Court of Canada excepted.
19. Time shall be of the essence in the performance of this Purchase Order.