

1.2 GENERAL CONTRACT TERMS AND CONDITIONS

The following general contract terms and conditions are applicable to most tenders issued by George Brown College.

TERMS AND CONDITIONS

1. **TERMS AND CONDITIONS:** The terms and conditions set forth below together with those appearing on the face of this order, and any attachments hereof and any document in writing which is incorporated herein by reference constitutes the complete and exclusive agreement between George Brown College (the "Buyer") and Vendor. In the event of a conflict between the provisions of this order and a provision contained in a written purchase agreement or professional services contract, the subject of which is the goods and/or services being purchased under this order, the provisions contained in such agreement or professional services agreement shall govern.
2. **ACCEPTANCE:** This purchase order constitutes Buyer's offer to Vendor. The terms of this offer must be accepted by the Vendor. Upon the failure of Vendor to acknowledge this purchase order in writing and agree to its terms, the commencement of performance required by this offer shall be conclusive evidence of Vendor's approval of, and consent to, the terms and conditions of purchase herein contained. Buyer objects to any additional or different terms or conditions, whether or not material, contained in any acknowledgement or confirmation of the order. No modification of the order shall be binding on Buyer unless in writing and signed by an authorized representative of Buyer.
3. **PRICE:** Vendor shall sell to Buyer the goods and/or services shown on the face of this order at the price specified in this order. Except as otherwise provided for in this order, such prices are exclusive of all applicable freight charges, duties and taxes, but inclusive of packing, crating, drayage or other similar costs.
4. **INSPECTION AND PAYMENT:** Articles purchased hereunder are subject to final inspection and approval at Buyer's premises. Payment will not constitute acceptance of the goods and/or services being purchased under this order and will not impair Buyer's right to inspect goods and/or services being purchased under this order or invoke any remedies with respect thereto. Payments will be issued 30 days after receipt of a valid invoice or receipt of goods, whichever is later. No invoice may be dated earlier than the date of delivery.
5. **SHIPMENT AND OVERSHIPMENT:** Vendor shall give Buyer notice of any prospective failure to ship goods or provide services being purchased under this order on the delivery date specified by the Buyer. If only a portion of the goods being purchased under this order is available for shipment on the delivery date specified, Vendor shall, at the option of the Buyer, ship such portion of goods being purchased under this order as is available or reschedule the shipment date. Buyer will not accept quantities in excess of the order quantity except 5% on printed matters. Vendor shall be responsible for all costs and expenses, including transportation charges, associated with return of over-shipments by Buyer to Vendor. Buyer shall be responsible for transportation charges for partial shipments.
6. **SHIPMENT TERMS:** Items shall be packed in accordance with good commercial practice to ensure against damage from weather and/or transportation. Title and risk of loss or damage shall pass from the Vendor to the Buyer upon receipt of goods at the address specified by the Buyer. Regardless of when title and/or risk of loss passes from Vendor to Buyer, Vendor shall be responsible for any loss or damage due to its failure to properly preserve, package, handle or pack the goods being purchased under this order.
7. **CHANGES:** Buyer reserves the right at any time to make changes in shipping and packing instructions, delivery schedule, quantities ordered or in specifications and drawings as to any material and/or work covered by this order. If any such changes directly effect the prices or delivery schedule, an equitable adjustment shall be made, provided the Vendor makes and the Buyer accepts a written claim of adjustment prior to shipment or provision of services being purchased under this order. If the parties are unable to agree on the amount of any adjustment, Buyer may, without any liability to Vendor, terminate this order as to all goods and services so affected.
8. **WARRANTIES:** Vendor warrants that all goods and/or services being purchased under this order (i) shall conform strictly to specifications, descriptions, and samples; (ii) shall be free of defects in design workmanship and material; (iii) shall be free of all liens and encumbrances; and (iv) all services being purchased under this order shall be performed in a professional manner consistent with the prevailing standard of care. All warranties shall survive any inspection, delivery, acceptance or payment by Buyer. All goods and/or services being purchased under this order that do not comply with the terms hereof, including the warranties contained herein, may be returned to the Vendor, at Vendors sole cost and expense, including shipping.

9. **COMPLIANCE WITH APPLICABLE LAWS:** Vendor agrees to comply with all federal, provincial and local laws and regulations applicable to the performance of this order. Without limiting the foregoing by acceptance of this purchase order through the commencement of work authorized herein, Vendor agrees that Vendor and sub-contractors engaged by him / it for work pursuant hereto shall comply with all requirements of the Occupational Health and Safety Act, R.S.O., 1990c.0.1, the Ontario Human Rights Code, (OHRC) R.S.O. 1990, c. H.19, the Pay Equity Act, R.S.O. 1990, c.P.7, Ontarians with Disability Act (2001), and the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31. and the regulations prescribed there under, and shall comply with the requirements of all other relevant authorities having jurisdiction in connection therewith. **FINAL PAYMENT WILL ONLY BE MADE UPON RECEIPT OF THE WORKPLACE SAFETY AND INSURANCE BOARD'S CERTIFICATE OF CLEARANCE, IF APPLICABLE.**
10. **TERMINATION:** Buyer may terminate or cancel this order in whole or in part, without liability to Buyer, if the deliveries are not made at the time (time is of the essence) and in quantities specified, or in the event of a material breach of any of the other terms or conditions hereof. In the event Vendor shall become insolvent or makes a general assignment for the creditors, or files or has filed against it a petition in bankruptcy or for reorganization, or pursues any remedy under any law relating to relief of debtors, or in the event a receiver be appointed to Vendor's property or business, Buyer may, at its option cancel this order.
11. **INDEMNITY:** Vendor shall indemnify, defend and save harmless Buyer from and against any and all losses suffered or incurred by it, as a result of (i) any misrepresentation or breach of warranty made or given by Vendor in this order; (ii) and failure by Vendor to observe or perform any covenant or obligation contained in the order; (iii) any injury or damage to property resulting directly from the performance of Vendor hereunder; and (iv) any claim that the goods and/or services subject to the order constitute an unauthorized use or infringement of any third party's patent, trademark, trade secret, copyright or any other intellectual property right. Without limiting the generality of the foregoing Vendor will pay all costs, damages and expenses (including reasonable legal fees) incurred by the Buyer with respect to the indemnity hereunder.
12. **GOVERNING LAWS:** The provisions of this order shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.
13. **NO ASSIGNMENT:** All of the terms and conditions of this order shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Except as specifically stated in this order, neither this order nor any of the rights, interests or obligations of Vendor hereunder shall be assigned or delegated without prior written consent of Buyer. Any unauthorized assignment or delegation shall be null and void.
14. **WAIVER:** It is understood and agreed that any party hereto may waive any provisions of this order intended for such party's sole (not mutual) benefit, but it is further agreed that any waiver by any of the parties hereto of any default or the excusing of the performance of any condition by any other party hereto shall not constitute a continuing waiver of any other or subsequent default, but shall extend to and include only the particular breach or default so waived.
15. **CONFIDENTIALITY:** Vendor acknowledges all information related to the Buyer including that which is specified in this Purchase Order and all related documents is confidential information and Vendor agrees that that it will not communicate or disclose such confidential information to any third party without the Buyer's written consent.
16. **CONFLICT OF INTEREST:** A conflict of interest exists when an employee has a personal interest, or incurs an obligation, in a business transaction or professional activity, which is in conflict with the proper discharge of the employee's duties and responsibilities, or otherwise affects the integrity and confidence of the Buyer. No employee of the Buyer shall engage in any activity that creates for that individual a conflict of interest. All staff and faculty members have an obligation to report and discuss with their Manager any potential conflict of interest. Seller acknowledges it has read and understood the Buyer's policy concerning Conflict of Interest. If the Seller has reason to believe any officer, employee or agent of the Buyer has violated any provisions of the Buyer's Conflict of Interest Policy, Seller shall immediately notify the Buyer of the suspected violation. Seller's failure to so notify the Buyer shall be a material breach of this agreement and the Buyer, at its option and at the very least may terminate this agreement.