

## TERMS AND CONDITIONS

**OFFICIAL FORM** - No responsibility will be accepted for any order, unless it is issued on an official form (ie: Purchase Order, etc.) and duly signed. No variation of this order will be recognized unless such variation has been approved in writing.

**PURCHASE PRICE** - The purchase price indicated on the face of this purchase order is accepted by the supplier as the final negotiated price applicable. Any variance from this price must be negotiated and approved by Purchasing Services.

**ACCEPTANCE BY THE SUPPLIER** - Unless otherwise provided herein, any written acknowledgement of this order of the delivery of any supplies of the furnishing of any services in accordance with the purchase shall constitute acceptance by the supplier of this purchase order, subject to all its terms and conditions.

**UNFULFILLED ORDERS** - All unfilled orders outstanding for a period longer than thirty (30) days are subject to cancellation without any obligation to ourselves.

**SHIPPING INSTRUCTION AND FOB POINT** - All shipments must be made according to shipping instruction and FOB point indicated on order. If routing not stated, shipments must be made via cheapest routing. In cases where shippers do not adhere to these instructions, charges which are in excess of cheapest routing, will be charged back to the shippers. (These instructions apply only to shipments made on a collect basis).

**CANCELLATION OF PURCHASE ORDER** - This contract is subject to cancellation by the Corporation of the City of Cornwall upon thirty (30) days written notice unless otherwise specified.

**RISK AND EXPENSE OF THE VENDOR** - Any materials used, labour or service expended to provide an estimate or quotation of work or service, prior to approval or disapproval by the purchaser of such estimate or quotation, shall be at the risk and expense of the vendor.

**SAVE HARMLESS** - The supplier shall be responsible for and shall save harmless and indemnify the purchaser from and against all loss, costs, damages, suits, claims and demands of every nature whatsoever arising out of or by reason of the performance or purported performance of the contract by the supplier including without limitation those made or sustained in respect of property damage, personal injury (including death) and infringement of copy right, trademark, patent of information, violation of provincial or federal regulation, or municipal ordinance.

**REQUIRED INSURANCE OF A VENDOR** - The supplier shall provide evidence of Workplace Safety and Insurance Board (WSIB) as required by law. The supplier shall also provide evidence of Comprehensive Liability and Automotive Liability insurance with limits of \$5,000,000.00 combined single limit or its equivalent, or as per procurement document requirements, naming the Corporation of the City of Cornwall as an additional "insured". **Please ensure that these documents are updated & forwarded to Purchasing for the duration of the contract.**

**STRIKES, ACCIDENTS** - In the event of strikes, accidents or unforeseen contingencies causing stoppage of work, the Corporation of the City of Cornwall reserves the right to suspend manufacture and/or delivery.

**WARRANTY** - Supplier warrants that the articles and work supplied hereunder will be fit and sufficient for the purpose intended; that they will conform to the specifications, drawings or samples furnished or adopted by the Buyer, and will be merchantable of good quality and free from defects in material and workmanship.

**GUARANTEE** - During the period of one (1) year or a longer period if required and stipulated therein from the date of acceptance of the material by the purchaser, the supplier shall repair and make good, without cost to the purchaser, any damage, defects or faults resulting from nonconforming materials furnished by the supplier. Payment shall not constitute an implied acceptance of the material. Supplier shall be responsible for all costs incurred for delivery and return of all nonconforming material.

**MATERIAL SAFETY DATA SHEETS** - Must be provided, prior to receipt of goods, for any hazardous materials on this order. If data sheets have not been received, goods will be shipped back to supplier at supplier's expense.

**BLANKET/CONTRACT ORDERS RELEASE AUTHORIZATIONS** - If this order is a blanket order it shall not be binding on the Buyer except to the extent that the Buyer shall commit itself in written authorization issued to the Supplier. It is understood that the Buyer is not obliged to issue any release authorization whatsoever. The amount on this purchase order is an estimated yearly amount and the Corporation of the City of Cornwall neither guarantees nor implies that any amount will be achieved.

**TAXES** - Must be shown as extra (where applicable) on all invoices.

**LUMP SUM PAYMENT** - Unless otherwise stipulated in writing, the terms of payment shall be net thirty (30) days from the date of receipt, of the invoice or net thirty (30) days from receipt of goods and completion of work as determined by the Corporation of the City of Cornwall, whichever is later.

### MAIL INVOICE TO:

Mail invoices directly to the attention of Accounts Payable at:

**Financial Services**  
**100 Water Street, East 1<sup>st</sup> Floor**  
**PO Box 877, Cornwall ON K6H 5T9**

or

You can have an electronic invoice sent to [accpay@cornwall.ca](mailto:accpay@cornwall.ca). (if sending electronically, original NOT required to be mailed)