

Regina Roman Catholic Separate School Division No. 81

Purchase Order Terms & Conditions

1. **Agreement**
 - (a) These terms and conditions form part of the contract between the Board of Education of Regina Roman Catholic Separate School Division No. 81. of Saskatchewan (hereinafter the "Board") and the Vendor, and shall be binding upon the parties.
 - (b) If this Order arises from a Request for Quotation, Request for Proposals or Request for Tender, the terms and conditions on those request documents shall also apply and form a part of the contract between the Board and the Vendor, and shall be binding upon the parties.
 - (c) No contract shall exist and no order shall be recognized unless issued on the Board's Purchase Order form, duly executed by the Board.
2. **FOB Instructions** (Note: If no instruction is provided on the Purchase Order goods are to be shipped FOB – Destination):
 - **FOB – Destination:** Title remains with Vendor until goods are delivered. Vendor is responsible for making any claims or damages.
 - **FOB – Origin:** Title and control of goods passes to buyer when carrier signs for goods at point of origin. Board is responsible for make any claim or damages.
3. **Shipment Instructions** (Note: If no instruction is provided on the Purchase Order goods are to be shipped prepaid):
 - **Shipping Included:** Vendor bears and pays freight charges.
 - **Shipping paid as actual:** Vendor pays freight charges and invoices Board for cost as previously agreed.
4. **Time of the Essence:** Time shall be of the essence hereof.
5. **Changes and Substitutions:** The Vendor must obtain written authorization from the Board's Purchasing Supervisor, which may be unreasonably withheld, for all changes or substitutions to the purchase order.
6. **Inspection:** Acceptance of goods is contingent upon inspection. Inspection by authorized Board staff of advance samples shall not constitute final acceptance of said goods.
7. **Warranty:** The Vendor warrants that the goods set out in the order have been or shall be manufactured in a good and workmanlike manner from the best materials, and further that such goods shall remain free of all defects for a period of one year following deliver; or unless otherwise stated.
8. **Cancellation:** The Board reserves the right at any time to cancel any part of this order not shipped prior to the cancellation.
9. **Acts of Default:** It shall be considered an act of default by the Vendor in the event that:
 - (a) Goods are not delivered in a timely manner as scheduled;
 - (b) Goods shipped are not according to the specifications stated or are not manufactured in a good and workmanlike manner from the best materials;
 - (c) Goods arrived damaged or incomplete;
 - (d) Vendor fails to comply with any other term of condition or perform any of its obligations pursuant to this agreement.
10. **Board's Remedies on Default:** In the event that the Vendor commits an act of default pursuant to section 9 hereof, the Vendor shall immediately provide written notice to the Board's Purchasing Supervisor. Upon receipt of such notice, the Vendor may elect to:
 - (a) Cancel the contract;
 - (b) In the event that goods are not in accordance with the specifications, are not manufactured in a good and workmanlike manner from the best materials, or arrive damaged or incomplete:
 - (i) return the goods at the Vendor's expense; and
 - (ii) require that the Vendor supply replacement goods within a reasonable timeframe, as determined in the sole discretion of the Board;
 - (c) Hold the Vendor liable for any damages incurred by the Board as a result of the act of default;
 - (d) Any combination of the foregoing, provided that in the event that the Board instructs the Vendor to provide replacement goods in accordance with section 10(b)(ii), it may not pursue any other remedy pursuant to this section.
11. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of application therein.
12. **WHMIS:** All goods falling under The Hazardous Products Act and the Controlled Product Regulations must be labeled, accompanied by MSDS sheets and must be shipped in accordance with the Transport of Dangerous Goods Regulations.