

University of Calgary

Purchase Order Terms & Conditions

1. Unless waived or otherwise agreed to in writing by the Buyer (University of Calgary) this Purchase Order, its terms and conditions, together with all relevant documents, drawings and specifications referred to herein, shall, when accepted by the Vendor, constitute the contract between the Vendor and the University of Calgary and shall not be altered, amended, varied or modified.
2. In accepting this order, the Vendor undertakes and agrees to provide all materials and/or perform all the services shown or described in the contract documents and in strict compliance therewith.
3. The Vendor agrees not to invoice at prices higher than those formally agreed to by this order or subsequent amendment.
4. If supplies furnished on this order are covered by separate contract, this order is given subject to the conditions specified in such contract; if for supplies not under contract, then the articles are to be supplied within a reasonable time after the order is given and the Vendor of any article to be used for a particular purpose warrants without any exception, that it is reasonably fit for that purpose.
5. Unless otherwise stated, all funds are payable in Canadian dollars.
6. Each article or class of material or service to be supplied under this contract shall be in strict accordance with the specification. In the event the University of Calgary judges that the quality of such article, material or service is deficient, the University of Calgary may cancel the order by returning the goods at the Vendor's expense and debiting the Vendor's account with original purchase costs(s).
7. Where a delivery date is stated, delivery by such date is regarded as of the essence of the contract. Failure on the part of the Vendor to complete by the stated delivery date for reasons other than those beyond his control, will entitle the University of Calgary to any one or combination of the following remedies:
 - a) Cancel the order.
 - b) Reassign the contract and charge the original Vendor with all incremental costs involved.
8. The Vendor warrants:
 - a) That the product(s) and /or service(s) supplied to the University of Calgary conform in all respects to the standards set forth by Federal and Provincial agencies.
 - b) That the shipping and handling of designated products and/or hazardous materials will be made in accordance with applicable Federal, Provincial and Municipal regulations in force at the time of shipment.
 - c) Failure to comply with articles 8.a and 8.b as noted above will be considered breach of the contract.
9. Insofar as this order specified FOB point, the University of Calgary shall accept title for the goods at that point only. Materials not sold CPT destination must be prepaid and charged or collect. Transportation charges, other than postage, must be supported by documents. Materials shipped must be insured. C.O.D. charges will not be accepted.

10. Unless this is a fixed price order, the Vendor undertakes and agrees to submit any price change proposals in detail and in writing to the University of Calgary at least 30 days prior to their effective date. Such proposals will be subject to scrutiny and may be negotiated or the purchase order may be cancelled.
11. Vendor has the option to submit an invoice by either mail, fax or email. Vendor will submit the invoice with reference to the purchase order to:

The University of Calgary
Attn: Accounts Payable
2500 University Drive NW
Calgary, AB, T2N 1N4
PH: (403) 210-9300
Fax: (403) 282-2974
invoices@ucalgary.ca

12. The University of Calgary shall not be responsible for any goods delivered and invoiced without a purchase order or purchase order number being received by the Vendor. The Vendor must ensure all invoices submitted to the University of Calgary contain and clearly state a University of Calgary purchase order number. Failure to comply with this requirement may result in the invoice being returned to the Vendor and a delay in the payment of the Vendor's invoice.
13. The Vendor agrees, if the Goods and Services Tax applies, to invoice in accordance with the Excise Tax Act and include a valid business registration number.
14. Trade Discounts Advantage will positively be taken of all special and short term discounts. Discount date will be computed from date invoice received or date the goods are received, whichever is the later.
15. For the supply of both materials and services, holdback of payment may be made in accordance with the requirements of the Builders' Lien Act of Alberta.
16. For all goods purchased directly from foreign countries for shipment into Canada, the selling firm shall include four completed and signed copies of the Canada Custom Invoice with the documentation accompanying the shipment. The University of Calgary Customs and Traffic section performs most of its own customs and duty clearance requirements.
17. The University of Calgary will act as its own broker and provide Customs clearance for the shipment. For LTL shipments only, Livingston Custom Brokers, will act as the Customs broker on behalf of The University of Calgary.

Questions regarding Customs clearance can be directed to:

Rob Lang
403-220-7224
rlan@ucalgary.ca

18. The Vendor agrees that all Canadian Goods and Services Tax and/or Customs Duty entitlement provided for by the Excise Tax and/or Customs Tariff Acts and all tax duty rate decreases and/or exemptions, resulting from amendments re-classifications, remissions or clarifications thereof on tax order is awarded, shall be passed on to the University of Calgary. Otherwise said order is based on the specific Goods and Services Tax and/or customs Duty status shown, which must be adhered to and all invoice billings must agree accordingly.
19. If the Vendor manufactures outside of Canada or purchases outside of Canada any goods involved in this contract, he must ensure that he, his agent, or representative is the "Importer of Record" for customs purposes.

20. The Vendor by its acceptance of the purchase order, shall indemnify and hold harmless the University of Calgary, its agents and employees, from and against all loss or expense by reason of the liability imposed by law upon the University of Calgary, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom, 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 work.
21. The Vendor shall pay the royalties and patent license fees required for the performance of the contract. The Vendor shall, at his own expense, defend all suits and instituted proceedings against the University of Calgary and indemnify the University of Calgary against any award of damages, demands, losses or costs made against the University of Calgary if such suits or proceedings are based on any claim that any of the products, documentation, parts and equipment, as supplied by the Vendor, constitutes an infringement, or an alleged infringement, of a patent, copyright, trademark, industrial design or other intellectual property right ("IP rights") by the Vendor or anyone for whose acts he may be liable. If any of the products, documentation, parts and equipment constitute an infringement of IP Rights and its use is enjoined, the Vendor shall, at his own expense, procure for the University of Calgary the right to continue using same, replace or modify same, so it becomes non-infringing and meets the University of Calgary requirements, or pay the University of Calgary for loss of use of same and for consequential damages or losses, which occur as a result of the alleged infringement of a patent by the Vendor or anyone for whose acts he may be liable.
22. The University of Calgary shall not be bound by any total disclaimer or implied warranty and any expressed warranty or condition does not negate a warranty or condition implied by The Sale of Goods Act (Alberta) unless inconsistent therewith.
23. The contract will be governed by the laws of the Province of Alberta.
24. For purchase orders covering the supply and install of equipment or on-site service work by a Vendor, the Vendor is required to:
 - a) Maintain an account in good standing with the Workers' Compensation Board (Alberta) and provide a letter from the Board so stating, prior to commencing work. The account must include personal coverage for (amongst others) all partners, proprietors or directors of the firm, company or corporation who are present or may have cause to be present at the work site. The Vendor shall ensure compliance by both the Vendor itself and Sub-contractors with the requirements of the Workers' compensation Act (Alberta) and all applicable regulations thereunder.
 - b) The Vendor shall provide proof satisfactory to the University that all Vendors have valid subsisting public liability and property damage insurance showing the types of coverage, the amounts and the effective dates of the insurance, which shall not be less than \$2,000,000 for bodily injury and property damage inclusive limits or such greater amount as elsewhere provided in the contract. Failure for any reason to furnish this proof at any time shall be a breach of the contract, allowing the University to terminate the contract or at the University's option, to supply such insurance and charge the cost to the Vendor.
 - c) The Vendor shall follow COVID-19 directives from Alberta Health Services, the Province of Alberta, the City of Calgary and/or the Government of Canada as they pertain to any on-site service work by the Vendor.
 - d) The Vendor shall also follow COVID-19 protocols established by the University related to the Vendor's presence on University of Calgary lands/facilities or any on-site work. It is the responsibility of the Vendor to ensure that they have communicated with the relevant department and that they understand their compliance obligations prior to entering University lands/facilities. For more information visit [COVIDSafe](#) Campus.
25. The University of Calgary, Distribution Services does not have the equipment to deliver shipments in excess of a crate/pallet size of 1.98 Meters (6 feet 6 inches) and/or 3,000 kg (6,614 pounds) to end user locations. It is the Vendor's responsibility to notify the buyer listed on the PO before accepting any order when the shipments will exceed these limits. The University may require the Vendor to provide resources and costs to supply and install directly to the end user location.

26. Vendor shall deliver the product at the delivery point by the delivery date stated in the Purchase Order. Vendor must not ship in advance of scheduled date.
27. Products received at Distribution Services are subject to inspection for visual damage, and any damage will be noted on the Bill of Lading with acknowledgement signed by delivery personnel. All shipments must be made in accordance with accepted industrial packaging standards and in accordance with all relevant laws.
28. Purchase Order number must be clearly marked on all packages, packing slips, invoices and bills of lading.
29. Payment for the product does not constitute acceptance thereof. All items are subject to inspection and approval by the requestor or Procurement Department without limitation as to time.