

## GENERAL PURCHASE ORDER TERMS & CONDITIONS

### Lakehead District School Board (LDSB)

- 1) A Lakehead District School Board purchase order shall constitute a Contract between the Seller and LDSB. The Contract shall bind the Seller on its part to furnish and deliver goods or services and LDSB on its part to take delivery of and pay for the goods or services. The Seller shall not assign or transfer the Contract in whole or in part to any other person, firm, company or corporation without the previous written consent of LDSB.

Where terms and conditions have been specified in a procurement document (i.e. quote/ tender/ RFP), the conditions in the procurement document will prevail.

LDSB will have the right to make changes to the purchase order. Any and all changes will be confirmed and approved by LDSB to the Seller in writing.

- 2) On-time delivery of goods/services is essential. Goods/services must be delivered in accordance with the quantities and specifications and on delivery date(s) specified on the purchase order unless otherwise agreed to in writing. LDSB may otherwise cancel this Contract with the Seller in whole or in part.
- 3) The Seller shall, at its own expense, pack, load, and deliver goods to the shipping location as identified on the purchase order or as otherwise provided to Seller by LDSB in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless noted on the purchase order or otherwise agreed to in writing by LDSB.
- 4) Goods shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charges for packing material or containers. Any containers shall remain the property of LDSB. No charge will be allowed for boxing, package, or cartage, unless agreed to on the Purchase order.

All packages delivered must be clearly labelled on the outside of the package identifying LDSB ordering location and department, attention name if applicable, and purchase order number.

A detailed packing slip marked with the purchase order number shall be securely and safely packed in cartons, boxes, crates or other containers.

- 5) Title and risk of loss or damage shall pass to LDSB upon receipt of goods/services at the shipping location, unless otherwise agreed to by LDSB in writing. LDSB has no obligation to obtain insurance while goods are in transit from Seller to the shipping location.
- 6) Deliveries to all LDSB sites must include the cost of OFFLOADING OF GOODS at the designated receiving location within the building unless otherwise agreed upon. It is the Seller's responsibility to ensure that the delivery trucks are equipped with appropriate equipment to make a successful delivery to the inside of the school/site, as there are no loading docks. The Seller shall be responsible for removal, unloading and physical handling of goods from the transporting vehicle used.
- 7) A signature must be obtained from a LDSB main office employee for all deliveries.

- 8) All shipments of goods and performance of services shall be subject to LDSB's right of inspection. Following the delivery of the goods/services at the shipping location, LDSB shall have 15 business days, unless otherwise agreed to in writing by LDSB, to undertake such inspection and either accept the goods or services or reject them.
- 9) LDSB shall have the right to reject any goods or services that are not in conformance with the requirements, specifications, or any term of the purchase order. Transfer of title to LDSB of goods shall not constitute LDSB's acceptance of those goods.
- 10) Substitutions are not permitted without the approval of the ordering department/school or purchasing department. LDSB reserves the right to reject any materials that differ from our specifications or differ from the approved samples submitted. Any rejected materials will be returned at the Seller's expense.
- 11) Over shipments are the Seller's responsibility. LDSB reserves the right to reject and return any goods in excess of the quantity ordered at the Seller's expense, unless the overage is approved for acceptance by LDSB.
- 12) For shipments originated outside of Canada, the Seller is responsible for preparing Canada Customs invoices and other documents required by Canada Customs and other government agencies. Any costs incurred due to the Seller's delay or the Seller's failure to comply with Canada Customs or other government regulations shall be paid by the Seller.  
  
Customs documentation and freight bills of lading must have the delivery location, contact name and purchase order number prominently displayed.
- 13) All shipments must comply with WHMIS Classification, Labelling and MSDS Requirements, all in strict accordance with the WHMIS legislation, or shipments will be refused by LDSB and returned at the Seller's expense. A Material Safety Data Sheet must accompany each shipment.
- 14) All electrical and mechanical equipment must be CSA/ESA/UL approved, per applicable regulations and standards, and must bear the label of approval.
- 15) Goods shall conform to all manufacturers' specifications and shall be new, unused and free of any defects in design, materials and workmanship under LDSB's intended use of the goods for the duration of the warranty period, unless otherwise specified in the Contract. The Seller warrants that any goods, materials, articles or equipment, to be supplied under or pursuant to this purchase order, that are to be made or used for a particular purpose, will be fit and suitable for that purpose.

Any goods or services ordered, which in the opinion of LDSB does not completely fulfill the specifications or is not as sample previously submitted, must be removed at the expense of the Seller and be replaced immediately with material and/or work which fulfills the specification as same quality.

All goods which are either defective or do not comply with the warranty, shall be repaired or replaced with new goods at no cost to LDSB at any time during the warranty period or at any time after the expiry of the warranty period if the defect or non-compliance arose during the warranty period.

- 16) The Seller shall pay all royalties and license fees for patent to invention rights, copyrights, trademarks and service marks; and defend all suits or claims for the infringement of any patent to inventions rights, trademarks and service marks involved in the items furnished in commitment to this purchase order.

The Seller represents and warrants that the goods/services and their use and distribution by LDSB does not infringe upon the intellectual property and other rights of any person, firm or corporation. The Seller shall indemnify and hold LDSB forever harmless from any product liability and b) all liability for infringement of patent, trademark, brand, design, pattern, copyright or other industrial property rights.

- 17) The Seller shall keep all LDSB technical information, specifications, drawings, designs, building and floor plans and other documentation relating to the business or activities of LDSB, confidential and secure and limit the disclosure of such information to only those of its directors, officers, employees, agents, partners, affiliates and subcontractors who have a need to know for the purpose of providing the deliverables.

- 18) The Seller shall not use any intellectual property of LDSB, including but not limited to logos, registered trademarks, or trade names of LDSB, at any time without the prior written approval of LDSB.

- 19) Contractors performing work on LDSB property will be required to provide proof of appropriate insurance as required by LDSB and a WSIB clearance certificate prior to commencement of work.

In accordance with Ontario regulations regarding the Safe Schools Act, LDSB at its discretion may request a Police Records Check from a service provider.

- 20) All invoices must clearly indicate the purchase order number, description of goods, quantity, price per unit and extensions for goods/service purchased, to ensure prompt payment.

All invoices are to be remitted to the Accounting Department, NOT the school/department, to ensure prompt payment. Invoices may be submitted electronically to [accounting@lakeheadschoools.ca](mailto:accounting@lakeheadschoools.ca) or mailed to 2135 Sills Street, Thunder Bay ON P7E 5T2.

- 21) All payments will be made via Electronic Funds Transfer (EFT) directly into the Seller's preferred bank account.

Unless otherwise noted on the purchase order, payments will be made in Canadian funds. Prices must also include all duties, excise tax, customs clearance charges, fuel surcharges and any additional fees. HST must be shown as a separate line item.

Unless otherwise noted, payment for goods or services provided shall be made within thirty days (30) of receipt of a correctly completed invoice pending receipt of goods or completion of services.

In the event that LDSB is entitled to a cash discount, the period of computation will commence on the receipt of a correctly completed invoice for goods that have been received by LDSB or for services completed for LDSB.

- 22) The Seller, for itself, its heirs, executors, administrators, and its authorized successors and assigns, shall indemnify and hold harmless LDSB, their trustees, agents, employees and servants their successors and assigns, from any and all matter of damage or injury, claims, suits, costs, expenses or damages, whether direct or indirect, compensatory or otherwise, arising directly or indirectly out of the performance or purported performance of the Contract, from negligent acts, errors or omissions in the execution of the Work, or from the supply of any goods and services under the Contract, including but without limiting the generality of the foregoing, loss or damage to any property whether owned by LDSB or by others, injury or death to any person, alleged and actual breaches or infringements of any intellectual property rights, damage to the environment, in connection therewith on a substantial indemnity basis.
- 23) In accordance with the Accessibility for Ontarians with Disabilities Act (AODA) standards, Lakehead District School Board will also incorporate accessibility criteria and features when procuring goods, services and facilities. The AODA may be found at:  
[http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_05a11\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm)
- 24) The laws of the Province of Ontario and the federal laws of Canada shall govern in any dispute occasioned through the performance or non-performance of this order.