



PURCHASE ORDER TERMS AND CONDITIONS

PRECEDENCE OF DOCUMENTS:

If a written contract for the sale and purchase of goods or services referenced on the first page of this purchase order (the "Supply") exists between the recipient of this purchase order (the "Vendor") and The Board of Trustee of Parkland School Division (PSD) at the time of issuing this purchase order, this purchase order shall not be considered an amendment to, waiver of any item in, or a supplementary contract to such pre-existing contract (the "Contract"). In such cases, the Contract shall govern the Supply, and the terms and conditions herein shall have no effect, except as expressly referred to in the Contract. This purchase order may be used for Parkland School Division's accounts payable and supplier management purposes. Parkland School Division requests the Vendor to include the purchase order number on all invoices and other documents related to the Supply and direct invoices to the address listed under "Please bill to." If there is no Contract (as defined above), a contract will be formed based on the terms and conditions stated in this purchase order.

Definitions:

1. **Purchase Order:** The form of agreement issued by The Board of Trustee of Parkland School Division (PSD) and accepted by the Supplier in response to the Request for Quote. This includes all documents outlining the respective obligations of the Supplier and PSD regarding the Purchased Goods/Services, such as the Supplier's Bid or Quote, associated drawings, specifications, descriptions, and documentation listed on the face of the Purchase Order when applicable.
2. **Purchased Goods/Services:** The subject matter specifically described in the Purchase Order.
3. **Supplier:** The corporation, sole proprietorship, partnership, or joint venture listed on this document as the provider of the product or service.
4. **PSD:** The Board of Trustees of Parkland School Division.

Terms and Conditions:

1. **Agreement:** The Purchase Order, when accepted by the Supplier, constitutes the entire agreement between the Supplier and PSD. No alteration, amendment, or supplementary clauses shall be binding on PSD without PSD's prior written approval. Supplier's written acceptance of the Purchase Order or shipment of any of the Purchased Goods/Services or commencement of performance under the Purchase Order constitutes unqualified acceptance of the Purchase Order, and no contrary or additional terms or conditions shall apply.
2. **Supplier Compliance:** By accepting the Purchase Order, the Supplier undertakes and agrees to provide the Purchased Goods/Services in strict compliance with the Purchase Order.
3. **All-Inclusive Purchase Price:** The purchase price specified in the Purchase Order includes all fees, royalties, licenses, GST, taxes, levies, and charges of every description (including charges



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4. for crating, boxing, cartage, and fuel handling), delivery, and installation, if applicable unless otherwise noted. Pricing on Purchase Orders of Purchased Goods or Services is exclusive of GST, and GST must be shown as a separate line item on the invoice.
5. **Shipment:** All packages, packing slips, invoices, correspondence, customs documentation, and freight bills of lading relating to the Purchased Goods/Services shall prominently display PSD's complete Purchase Order number, and packing slips shall accompany all shipments.
6. **Delivery:**
 - 6.1 The Agreement may be canceled at PSD's sole discretion if the Goods and Services are not delivered on time.
 - 6.2 The Supplier shall advise PSD immediately of any shortage or delay in shipment.
 - 6.3 Final inspection and acceptance/rejection of the Goods will be made by PSD at the delivery destination.
 - 6.4 The Supplier will, at no extra cost to PSD, make good any shortages and replace any items with concealed defects or damage not readily apparent or detected at the time of delivery.
7. **Shipment in Transit:** Unless otherwise agreed, all shipments are to be made prepaid, and it is the Supplier's responsibility to arrange full and complete protection and insurance of shipments while in transit to PSD.
8. **Canadian Standard Association (CSA) Approval:** All electrical material, equipment, and assemblies constituting part of the Purchased Goods/Services shall be fully CSA approved and shall bear appropriate approval stickers in accordance with the requirements of the Canadian Electrical Code and applicable legislation and regulations.
9. **Service Manuals:** Service manuals complete with circuit diagrams will be provided for all components of the Purchased Goods/Services, if requested, at no additional cost.
10. **Acceptance:** All Purchased Goods/Services shall be delivered to PSD subject to PSD inspection and acceptance. Payment by PSD shall not constitute acceptance or approval. PSD may reject and return any Purchased Goods/Services at the Supplier's sole expense if they are not delivered as specified or in the quantity or quality specified or warranted. Upon rejection and return of Purchased Goods/Services, PSD may require either the replacement of the rejected Purchased Goods/Services or the refund of the entire purchase price unless unit prices for the rejected Purchased Goods/Services allow for partial refunds.
11. **Payment:** Payment for Purchased Goods/Services satisfactory to PSD shall be made at least net thirty (30) days from the date of an invoice, in Canadian funds unless otherwise agreed in writing by both PSD and the Supplier. In the case of a Negotiated Contract, other payment details are outlined in the Purchased Goods/Services Contract.



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12. **Change Order:** PSD may, before the Supplier supplies the Purchased Goods/Services, request changes in the Purchased Goods/Services through a written Change Order. Any Change Order shall be considered incorporated into the Purchase Order.
13. **Standards Warranty:** The Supplier warrants to PSD that the Purchased Goods/Services will be supplied and performed to the standards acceptable to PSD.
14. **Indemnity:** The Supplier shall indemnify and hold harmless PSD, its elected officials, employees, servants, insurers, and agents from any and all claims, demands, actions, causes of action, debts, dues, and accounts arising directly or indirectly from the Supplier's acts or omissions in fulfilling obligations under the Purchase Order. This indemnification includes payment of all costs incurred by PSD, including legal fees and court costs. The provisions of this Article 13 shall survive the termination or expiration of this Contract.
15. **Insurance:** During the term of this Purchase Order, the Supplier shall maintain the following insurance coverage: General Liability insurance insuring against third-party bodily injury, personal injury, and property damage, including products and completed operations liability and blanket contractual liability, for a minimum amount of five million dollars (\$5,000,000.00) per occurrence.
16. **Compliance with Laws:** In addition to the requirements outlined in Article 4.2, the Supplier shall comply with all applicable municipal, provincial, and federal statutes, laws, regulations, and bylaws.
17. **License:** The Supplier must maintain valid business licenses and permits if applicable.
18. **FOIPP (Freedom of Information and Protection of Privacy Act):** The Supplier acknowledges that PSD is a public body subject to FOIPP. Confidentiality for any documents submitted by the Supplier cannot be guaranteed. Provisions exist under FOIPP to allow disclosure of personal or business information where disclosure would not harm the Supplier's business interests or constitute an unreasonable invasion of personal privacy as defined within FOIPP. The Supplier must identify any confidential information and explain the harm that could reasonably result from its disclosure. If PSD receives a FOIPP request that includes Supplier-provided information, PSD will notify the Supplier, and the Supplier shall respond in accordance with FOIPP. The Supplier shall bear the burden and costs of records management practices required under FOIPP and shall protect confidential PSD records and information as required by FOIPP.
19. **Conflict of Interest / Gifts and Hospitality:** To maintain the image and integrity of PSD and its employees and agents, the Supplier shall not offer gifts, other than items of minor value. Reasonable hospitality is an accepted courtesy in a business relationship, but it shall not



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influence a business decision. The frequency and nature of gifts or hospitality shall not imply influence on the recipient.

20. **Relationship:** The Supplier is an independent principal and supplier, not an employee or agent of PSD. This Agreement does not create a partnership or joint venture.
21. **Assignment/Survival:** The Supplier shall not assign this Purchase Order or any rights or obligations without prior written consent from PSD. The warranties, covenants, and obligations of the Supplier under this Purchase Order shall survive the performance, delivery, and/or installation of the Purchased Goods/Services, payment by PSD, and the expiry or termination of this Purchase Order. If assignment is permitted, the assignee must undertake to be bound by the terms of this Contract.
22. **Termination:** This Purchase Order continues until the specified completion date or until terminated by PSD. PSD may terminate this Purchase Order by giving five (5) days' notice in writing to the Supplier or immediately in case of a fundamental breach. The Supplier may terminate only if PSD fails to pay amounts undisputedly owing after ten (10) days' notice. The Supplier must provide additional notice to allow PSD to make provisions for the continuity of the Supply of the Purchased Goods/Services.
23. **No Authority:** Nothing in the Purchase Order authorizes the Supplier to make commitments binding PSD or act on PSD's behalf, except as expressly authorized in writing by PSD.
24. **Applicable Law:** The laws of the Province of Alberta apply to the Purchase Order. Any action to enforce this Contract may only be commenced in the Court of Queen's Bench, Judicial District of Edmonton, deemed to be the forum of convenience for the parties. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Purchase Order.
25. **Ancillary Services:** The Supplier will provide minor miscellaneous Goods/Services as reasonably requested by the Board, ancillary to the main Supply.
26. **Criminal Record Check:** The Supplier must ensure that persons engaged in the Supply at any PSD premises do not have criminal convictions, pending criminal proceedings, or involvement in activities that might jeopardize students' welfare or PSD's image. Criminal Record Checks, Intervention Record Checks, Vulnerable Sector Checks, and other required documents must be provided for each personnel member before they access PSD premises.
27. **Waiver:** Failure to insist on strict performance of the Contract terms shall not be considered a waiver of any party's rights unless expressly stated in a written confirmation signed by that party.



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28. **Modification:** This Contract may only be modified by a written memorandum signed by both parties, with a copy attached to this Contract. Such a memorandum does not constitute a new Contract but amends this Contract.
29. **Severability:** If any part of this Contract is found void, invalid, illegal, or unenforceable by an Alberta court, it shall not affect the remaining provisions. If severance affects this Contract's business efficacy, PSD may terminate this Contract without further obligation.
30. **Exclusions:** Any reference to the Supplier's Quote, Bid, or Quote does not imply acceptance of terms, conditions, or instructions not in agreement with those outlined in the RFQ, Tender, or RFQ.
31. **Succession:** This Contract benefits and binds the parties, their respective heirs, legal representatives, successors, and assigns.
32. **Force Majeure:** Force majeure events causing a bona fide delay in performance not caused by either party may excuse performance. PSD may consider this Contract frustrated if the Supplier cannot perform for five (5) consecutive days, and may terminate it with two (2) days' notice.