

**PURCHASE ORDER**  
**STANDARD CONDITIONS OF ACCEPTANCE**

1. **Breach of Contract** - Any legal dispute arising from a Breach of Contract shall be resolved according to the laws and courts of the Province of British Columbia.
2. **Cancellation** - Simon Fraser University reserves the right to cancel this Purchase Order in whole or in part.
3. **Damaged Goods** - Damage, upon purchaser's inspection, to any goods not packaged, or packed for transport to ensure proper protection will be reported to the vendor and at no charge to Simon Fraser University, vendor will; a. assist customer in replacement of damaged goods with expedient effort, b. accept all charges and administration services to ensure return process completed and replacement of equal quality and value has been received by Simon Fraser University. Defective Material-Unless otherwise stated the Seller shall either replace or repair without cost to Simon Fraser University, any goods which are defective or become defective by reason of workmanship or content provided that such claim is made by the purchaser within one (1) year from the date of acceptance.
4. **Delivery** - Should the Seller not be able to meet the specified delivery date(s) for reasons beyond their control, they shall notify the purchaser in writing, in advance of the delivery date. Simon Fraser University may, by notice of default to the Seller, terminate, in whole or in part, the contract if the Seller fails to make delivery of the goods within the time specified or within a reasonable time period if no time is specified or to perform any provision of this contract. If Simon Fraser University does not terminate the contract in whole, or in part as specified above, the Seller may be liable to Simon Fraser University for any excess costs to obtain similar items or services. Packing slips or Invoices must accompany each shipment showing the purchase order number and itemizing goods contained herein.
5. **Disputes** - The Seller agrees that in the event of any unresolved disputes the use of Mediation will be the prime resolution mechanism and will be conducted as follows: Any and all disputes arising out of or in connection with the Contract or regarding the respective rights or obligations of the parties shall in the first instance, be referred to mediation, throughout the use of a mutually agreeable dispute resolution process.
6. **Electrical Equipment** - Where required by Canadian law, the appropriate Canadian Standards Association (CSA) certification other certifications as approved by the Province of British Columbia will be applied to all electrical goods or material supplied.
7. **Freight** - All material is to be shipped Freight Prepaid by the Seller.
8. **Hazardous Content Act** - The vendor must classify controlled or hazardous materials, adequately label the container and supply a current Material Safety Data Sheet for products regulated and governed by WHMIS and relevant regulations.
9. **Indemnification** - Vendor shall defend, indemnify and hold harmless SFU and its respective directors, governors, officers, faculty, employees and agents against any and all liabilities, actions, causes of action, expenses, demands or claims by any third party arising from or in any way connected with this PO including, without limitation against any consequential damages or losses arising from or out of the use by SFU, howsoever the same may arise. Without limiting the generality of the foregoing, Vendor hereby agrees to defend, indemnify and hold harmless SFU and its respective directors, governors, officers, faculty, employees and agents against any and all liabilities, expenses, demands or claims arising out of the exercise by SFU of its rights under any contract or that such use infringes any patent, copyright, trademark, or trade secret rights of a third party in Canada or elsewhere, and the Vendor hereby agrees that it will pay all costs, damages and legal fees on a client solicitor client basis. This indemnity shall survive the expiry or termination of this PO.
10. **Inspection and Approval** - All goods shall be delivered subject to Purchaser inspection and approval and payment in whole or in part shall not constitute acceptance or approval. The Purchaser may reject and return all goods at the Seller's sole expense if the goods are not delivered as specified, or if deliveries, quantities, or quality is not as specified or warranted. Receipt at any SFU location does not indicate acceptance or approval.
11. **Invoice Payment** - Full payment shall not be made until the entire order, as described in the Purchase Order, has been received and accepted or as otherwise negotiated or noted in the resulting contract. Invoices must be forwarded to Simon Fraser University, Strand Hall Rm 3000, 8888 University Drive, Burnaby, BC V5A 1S6. Attention: Payment Services at the time of shipment and must show the authorized purchase order number, itemized list of goods or materials being invoiced for and Vendor contact name and numbers for problem resolution of invoice should the need arise. Charges for HST, freight, postage, insurance, crating or packaging, etc., must be shown as separate items on the invoice. Payment for satisfactory goods and/or services shall be processed on a NET 30 basis from date of invoice is received and date stamped at SFU Payment Services.
12. **Law and Regulations** - Vendor shall comply with and, upon request by Simon Fraser University, furnish certificates of compliance with all applicable Provincial and Municipal laws and with all applicable rules, orders, regulations or requirements issued thereunder, and shall indemnify Simon Fraser University against any damages by reason of violations of this paragraph. Any contract will be governed in all respects by the laws and courts of the Province of British Columbia except the International Sale of Goods Act which is specifically excluded.
13. **Liability Insurance** - The Vendor shall at its own expense and without limiting its liabilities herein, insure its operations under a contract of comprehensive or commercial general liability, with an insurer licensed in British Columbia, in an amount not less than \$1,000,000 (one million dollars) per occurrence (annual general aggregate, if any, not less than \$2,000,000 (two million dollars) insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall extend to include, but not be limited to blanket contractual liability and automotive liability. Insurance shall name Simon Fraser University, as a named insured. Prior to commencement of any work the Vendor shall provide a copy of the Certificate of Insurance coverage (insurance policy) by mailing directly to Simon Fraser University.
14. **License and Registration** - All Vendors must have obtained licenses where required by legislation.
15. **Packing** - All material shall be suitably packed and marked to secure lowest transportation costs and in accordance with the requirements of common carriers. No charge will be allowed for packing, boxing crating, marking, cartage, or storage unless stipulated, acknowledged and accepted by the purchaser.
16. **Payment without Authorization** - Simon Fraser University will not be responsible for the payment of any items supplied to any individual, or ordered by from unauthorized person(s). It is the Seller's responsibility to ensure the person ordering is authorized to commit SFU to contractual obligations with the Seller.
17. **Performance** - Failure of the purchaser to insist upon strict performance of any of the conditions herein shall not be deemed a waiver of any rights or remedies that the purchaser has or shall have, shall not be deemed a waiver of any subsequent default of the conditions hereof. The shipping or receiving of any articles or materials under this order shall not be deemed a waiver of any rights for any prior failure by the Seller to comply with any of the provisions of this order.
18. **Pricing** - Unless otherwise specified, the price specified shall be the complete cost including all fees, royalties, licenses, levies and charges of every description (including charges for crating, boxing and cartage). Taxes are excluded from the unit price.
19. **WorkSafeBC** - The Vendor will be required to provide proof that they are in 'Good Standing' with WorkSafeBC or the Worker's Compensation Board of Canada.(WCB)
20. **Purchase Order Conditions** - Unless waived or otherwise agreed in writing by Simon Fraser University, these conditions shall not be altered, amended, varied, or, modified. Any inconsistent or additional conditions proposed by the Vendor are hereby rejected and shall not bind Simon Fraser University in any way, unless otherwise specified in writing and agreed to by both parties.
21. **Returns** - In the event of damaged, defective or substandard product, Simon Fraser University will return product to the supplier for replacement. The supplier will be responsible for all costs associated with return and replacement of defective/incorrect/substandard product. This will include all freight/handling charges. Simon Fraser University will not accept any restocking charges related to damaged or defective or incorrect or substandard product.
22. **Seller's Warranties** - The Seller warrants that:
  - All goods, materials and services supplied are free and clear of all liens, claims or encumbrances of any kind;
  - All goods, materials and services supplied conform to specifications herein, are of merchantable quality and are fit for the purpose they are ordinarily used, except if a particular purpose has been stated by the Purchaser, in which case the goods, materials and services are fit for that particular purpose;
  - Prices shall remain fixed for the duration of this order;
  - There has been no violation of trade mark, patent, copyright or any other intellectual property right in manufacture, production, or sale of the goods, materials or services supplied;
  - It will comply with all environmental laws in manufacture processing and provision of all goods and services to the Purchaser.
23. **Taxes** - Simon Fraser University is subject to Harmonized Sales Tax. Vendor is requested to specify the tax status of the goods/services/equipment being supplied. Taxes are to be shown as separate line items on the invoice.
24. **Transfer of Title (Ownership)** - All pricing quoted will be FOB (Free on Board) Destination unless otherwise stated herein.