

PURCHASE ORDER TERMS AND CONDITIONS

DEFINITIONS: “Corporation” means one (or more) of the Metro Vancouver Regional District, the Greater Vancouver Sewerage & Drainage District, the Greater Vancouver Water District, or the Metro Vancouver Housing Corporation, as identified on the face of this purchase order and failing which, it means the foregoing named entity (or entities) paying for the goods or services referred to on the face of this purchase order (“Supply”). Any reference to “Metro Vancouver” means the specific Corporation.

CONTRACT TERMS: If, at the PO Date, there is a fully executed written contract for the sale and purchase of the Supply existing between the vendor identified on the face of this purchase order (the “Vendor”) and the Corporation (“Contract”), then the Contract shall govern the Supply, and notwithstanding any other statement herein, the terms and conditions of this purchase order shall have no effect, except: (a) as may be expressly referred to in the Contract; (b) this purchase order may be used for the Corporation’s accounts payable and supplier-management purposes; (c) the Vendor shall include this purchase order number on all invoices and other documents relating to the Supply; and (d) the Vendor shall direct invoices for the Supply to the address set forth under “Bill to the Corporation at”. **If there is no Contract, a contract will be formed on the terms and conditions stated in this purchase order upon the Vendor’s commencement to perform the Supply in the manner and to the extent stated under “Offer and Acceptance” below.**

OFFER AND ACCEPTANCE: The Vendor, by the commencement of performing the Supply under this purchase order, enters into a binding agreement of purchase and sale with the Corporation for the Supply subject to these terms and conditions. The Corporation’s placement of this purchase order with the Vendor is expressly conditioned upon the Vendor’s acceptance of all the terms and conditions contained on, attached to, or expressly incorporated by reference in this purchase order. **Any terms and conditions proposed by the Vendor that are inconsistent with or in addition to the terms and conditions of this purchase order (whether provided in an invoice, confirmation of purchase or other instrument) are void and of no effect. The Corporation hereby gives notice that it objects to the inclusion of any different or additional terms by the Vendor.**

RISK/TITLE: Except as otherwise specified on the face of this purchase order, risk of loss or damage to the Supply will remain with the Vendor until the receipt, inspection and approval of the Supply by the Corporation. Title to any Supply paid in advance of delivery by the Vendor shall at all times be vested in the Corporation.

WARRANTY: Without limitation to any additional warranties provided by the Vendor, whether indicated on the face of this purchase order or otherwise provided, the Vendor warrants that the Supply shall: (a) be of merchantable quality and free from defects in workmanship, materials and design; (b) strictly conform to applicable samples, requirements, specifications and drawings set out on this purchase order and industry standards; (c) be provided diligently in a professional and competent manner by persons qualified and skilled in their occupation; (d) be free and clear of all liens, charges and encumbrances; (e) comply with all applicable law including environmental protection laws and regulations and the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; and (f) be shipped and handled in accordance with all applicable laws and regulations and in compliance with Workplace Hazardous Materials Information System (“WHMIS”) requirements and any applicable environmental laws. The Vendor further warrants the sale of the Supply under this purchase order and the Corporation’s use of the Supply will not infringe any third-party contract, patent, copyright, or trademark.

Unless a longer warranty period is indicated on the face of this purchase order or is otherwise provided, the foregoing warranty shall be valid for one year from the date of the Corporation’s acceptance of the Supply. If, at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Supply, or if the Supply does not conform to this purchase order, the Corporation may at its option (a) require the Vendor to promptly replace, redesign or correct the defective and/or non-conforming Supply at no expense to the Corporation, or (b) the Corporation may replace or correct the defective Supply and charge the Vendor with all expenses incurred by the Corporation.

INDEMNITY: The Vendor shall indemnify and save harmless the Corporation, its directors, officers, employees, agents, contractors and representatives (“Indemnified Parties”) and each of them from any liability, loss, cost or expense arising directly or indirectly from any claims, investigations, damages, or proceedings (“Losses”): (i) arising either directly or indirectly, from breach of any warranty given by the Vendor hereunder, except for the portion of any Losses arising from the negligence or willful misconduct of an Indemnified Party; or (ii) caused or contributed to by any breach of this purchase order by the Vendor, or negligence or willful misconduct by the Vendor or other party for whom the Vendor is responsible, except for the portion of any Losses arising from the negligence or willful misconduct of an Indemnified Party; or (iii) made by any third party for infringement or alleged infringement of third-party intellectual property rights including any patent, copyright, industrial design, trademark or trade secret with respect to the Supply and their process of manufacture. The Vendor shall at its own expense defend or assist in the defence of, at the Corporation’s option, any action in which such infringement is alleged.

CORPORATION LIMITATION OF LIABILITY: The Vendor hereby waives and disclaims any right of action or claim against the Corporation (other than for payment of the purchase price set forth on the face of this purchase order) for any liability, loss, cost or expense arising directly or indirectly from its Supply listed on this purchase order. If, regardless of the foregoing, the Corporation becomes liable on any basis to the Vendor, the Corporation’s liability shall not in the aggregate exceed the purchase price set forth on this purchase order.

INSURANCE: Unless specified otherwise on the face of this purchase order, at all relevant times the Vendor shall own, maintain and carry commercial general liability insurance: (a) in an amount not less than two million (CAD\$2,000,000) covering Supply that is goods and any services which are not performed at the Corporation’s worksite or premises; and (b) in an amount not less than five million (CAD\$5,000,000) covering Supply that is services performed at the Corporation’s worksite or premises, with the Corporation as an additional insured. The Vendor shall own, maintain, and carry any other additional insurance(s) specified in this purchase order and such other insurance as a prudent vendor would obtain. The Vendor shall provide proof of such insurance at the Corporation’s request.

WORKERS COMPENSATION ACT: If the Supply includes services, the Vendor shall maintain registration in good standing under the Workers Compensation Act (or analogous legislation) applicable to the Vendor and adhere to all applicable Workers Compensation Act (or analogous legislation) practices relevant to the Supply.

PRIVACY AND SECURITY: The Vendor will make reasonable security arrangements to protect the Corporation's assets and information, including but not limited to protecting against the unauthorized access, collection, use, disclosure and disposal of personal information.

CONFIDENTIALITY: All information relating to the Corporation's business or activities disclosed by the Corporation to the Vendor pursuant to this purchase order, including the terms of this purchase order, shall be held in strict confidence by the Vendor and shall remain the exclusive property of the Corporation. The prior sentence does not apply to information that is: (a) in the public domain; (b) known to the Vendor without an obligation of confidentiality at the time of disclosure; or (c) obtained by the Vendor on a non-confidential basis from a third party without the third party breaching any duty of confidentiality. The Vendor shall not promote its relationship with the Corporation, whether verbal or written, without the Corporation's prior written consent.

REQUIRED DOCUMENTATION: Failure to meet the following requirements may result in the Supply and/or invoices being returned at Vendor's cost.

- (a) The purchase order number must be shown on all related invoices, shipping papers, packages, packing lists and correspondence.
- (b) A packing list must be included with each shipment applied against this purchase order.
- (c) The Vendor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without the Corporation's written pre-authorization.

DELIVERY: Time is of the essence. The Vendor must advise immediately of any shortage or delay. If delivery of the Supply is not completed by the delivery date set out on this purchase order, the Corporation has the right, without limiting its other rights, to terminate this purchase order in whole or in part and to purchase substitute Supply elsewhere and charge the Vendor with any incidental or consequential damages incurred.

INSPECTION: All Supply is subject to inspection and approval by the Corporation upon delivery. The Corporation has the right to refuse acceptance of any Supply, by written notice delivered to the Vendor within thirty (30) days from the date the Corporation receives the Supply, where the Supply is: (a) not in accordance with Corporation's requirements set out in this purchase order; or (b) not in compliance with the Vendor's warranty (expressed or implied); or (c) damaged in transportation arranged or performed by Supplier or improper packing. If the Corporation fails to exercise such right within such 30-day period, then the Supply is deemed accepted by the Corporation. Supply not accepted (if goods) will be returned to the Vendor at the Vendor's expense. The Corporation is not deemed to accept the Supply by virtue of a partial or full payment for it.

PRICES/TERMS OF SHIPMENT: Prices for the Supply are as set out on the face of this purchase order. Unless otherwise indicated on the face of this purchase order, (a) prices and shipping terms are Delivered Duty Paid - DDP (Incoterms 2020); and (b) prices include all packing, handling, cartage, taxes, duties and are otherwise all-inclusive.

PAYMENT: Unless otherwise indicated on the face of this purchase order, payment will be made within thirty (30) days of the later of: (a) acceptance by Corporation of the Supply; and (b) receipt by the Corporation of the applicable invoice.

INVOICES: The Vendor must submit invoices for each purchase order to the Corporation's Accounts Payable department at the address specified on the face of this purchase order, and at a minimum must: (a) indicate a unique invoice number and this purchase order number; (b) describe the goods and services rendered; (c) specify the quantities shipped (if applicable); (d) indicate the amount invoiced exclusive of GST and PST, and the amount of PST and GST shown separately; and (e) serial numbers for the Supply (if applicable) before the Corporation will process it.

CORPORATION SUPPLIED PROPERTY: Unless otherwise indicated on the face of this purchase order, title, intellectual property rights and all other interests in and to property provided by the Corporation to the Vendor shall not vest in the Vendor. The Vendor hereby agrees to be responsible for all loss or damage to the Corporation's property while such property is in the Vendor's possession or control and to return such property to the Corporation in the same conditions as originally received by the Vendor.

COMPLIANCE WITH LAWS/GOVERNING LAW: The Vendor represents that it has complied and will continue during the performance of this purchase order to comply with the provisions of all applicable third-party contracts and all applicable laws pertaining to this Supply. The laws of British Columbia govern this purchase order and the courts of British Columbia have exclusive jurisdiction over any disputes under it. All provisions of the *International Sale of Goods Act* (BC) are specially excluded.

NON-RESIDENT TAX: If the Vendor is a "non-resident person" as defined in the *Income Tax Act* (Canada) and performs services in Canada as part of the Supply but has not provided the Corporation's buyer named on the face of this purchase order with a copy of a written exemption from the Canada Revenue Agency, then the Corporation will deduct and withhold 15% of the value of such services performed in Canada (or such other amount as may be specified by the Canada Revenue Agency) and remit such amount according to law. If the Canada Revenue Agency assesses the Corporation for a failure to withhold pursuant to law, then the Vendor will indemnify the Indemnified Parties and each one of them against all taxes, penalties, fines, interest and costs resulting from such failure.

INDEPENDENT CONTRACTOR/ASSIGNMENT: The Vendor is an independent contractor and not an agent, partner, or employee of the Corporation. This purchase order shall not be assigned or subcontracted by the Vendor without the prior written consent of the Corporation.

CHANGES/MODIFICATIONS/TERMINATION: The Corporation has the right at any time, to cancel or terminate this purchase order in whole or in part by written notice or to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes a change in the cost of or the time required for performance of this purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both. Where the Corporation terminates this purchase order, the Corporation shall be liable to the Vendor for third-party charges, if any, incurred by the Vendor up to the date of termination, provided such charges could not have been reasonably avoided or mitigated by the Vendor. The Corporation is not liable to reimburse the Vendor for charges exceeding the total price set out on the face of this purchase order in any circumstance. The Vendor shall provide reasonable evidence verifying the third-party charges incurred by the Vendor and cost mitigation steps taken by the Vendor prior to the Corporation's obligation to pay under this section. No agreement or understanding to modify this purchase order is binding on the Corporation unless set out in a revised purchase order issued by the Corporation.

SURVIVAL: All confidentiality, warranties, indemnities and protections against liability herein survive termination/expiration of this purchase order.