

Purchase order - Terms and Conditions

1. Acceptance or Acknowledgement
This purchase order and the terms, conditions, clauses, specifications and other documents to which specific reference is made herein (the "**Purchase Order**"), constitutes the entire agreement between the parties hereto and supersedes all previous negotiations, presentations, undertakings and agreements made between the supplier (the "**Supplier**") and the Town of Halton Hills (the "**Town**") in respect to the subject matter herein and shall not be varied other than by a document in writing of subsequent data hereto signed by the Supplier.
2. Warranty
The Supplier fully warrants the goods or services and its work against defects in workmanship and fabrication and against defects in materials and/or design, to the extent that such materials and/or design have not been supplied by the Town and the Supplier agrees to promptly make any necessary repairs or corrections at its own expense and risk. If the purpose for which the goods are intended to be used has been made known to the Supplier, the goods shall be suitable for such purpose and if no such purpose has been made known to the Supplier then the goods shall be suitable for the normal purpose for which such goods are used.
3. Termination
The Town reserves the right to cancel at any time this Purchase Order in whole or in part upon notice in writing to the Supplier. If cancellation takes place delivery shall be accepted at the contract price for all goods shipped, or services received, prior to the notice of cancellation.
4. Inspection
The Supplier shall be responsible for quality assurance and control and shall furnish goods which fully comply with the contract requirements. The Town shall not be obliged to inspect goods prior to first use or application. If rejected, goods may be held or returned to the Supplier at the Supplier's risk and expense without prejudice to any or other rights to which the Town may be entitled under the circumstances.
5. Delivery and Performance
Goods shall be delivered on the delivery date or dates specified in this Purchase Order. The Supplier agrees to ensure deliveries on or before specified dates, employing alternate and/or premium shipment methods when necessary at no additional cost to the Town. The Supplier shall perform its obligations under this Purchase Order in a prompt, diligent, good and workmanlike manner consistent with industry standards and in accordance with the Purchase Order and as directed by and to the satisfaction of the Town.
6. Non-Assignment
The Supplier shall not assign this Purchase Order or any interest herein without the written consent of the Town.
7. Firm Pricing
If the Purchase Order involves the supply of materials for a period of at least two years, the material prices shall remain firm for the term of the Purchase Order.
8. Compliance with Laws
The Supplier shall give all notices and obtain all licenses and permits required to perform the work under the Purchase Order. The Supplier shall comply with all laws applicable to the work or performance of the Purchase Order.
9. Dispute Resolution
All disputes arising out of, or in connection with, the Purchase Order must, unless the parties agree otherwise, be referred to and be finally resolved by arbitration pursuant to the *Arbitration Act*, 1991, S.O. 1991, c. 17, as amended.
10. Governing Law
This Purchase Order is governed by and is to be construed and interpreted in accordance with, the local domestic law of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.
11. Limitation on Liability
The Town's maximum aggregate liability for any claims, including claims for delay and/or contribution and indemnity, by the Supplier and anyone claiming by, through or under the Supplier, against the Town, is limited to an amount not to exceed the price of the Purchase Order. In no event shall the Town be liable to the Supplier for punitive, exemplary or aggravated damages, for loss of profits, loss of use, loss of production, loss of business, loss of contract, business interruption loss, loss of capital, loss of goodwill, loss of data, or loss of business opportunity sustained or for consequential loss or damages or indirect loss or damages of any nature suffered or allegedly suffered.
12. Waiver
The Supplier and the Supplier's subcontractors, suppliers, agents, employees, partners, officers, directors, administrators, successors and assigns, irrevocably waive and release the Town, as well as the Town's officers, employees, councilors, contractors and agents from any claims of any kind, including claims for delay, additional compensation and/or contribution and indemnity, upon the expiration of one (1) year following the completion of the work contemplated under this Purchase Order.
13. Indemnity
Except for claims arising solely from the negligence of the Town, the Supplier shall indemnify and save harmless the Town, its officers, employees, councilors, contractors and agents from and against any and all claims, suits, demands, losses, damages, liens, judgments, liabilities, costs and expenses (including legal fees) (collectively, "Claims"), arising in any way out of the performance or non-performance of the work or the Supplier's obligations under the Purchase Order. Without limiting the generality of the foregoing, Claims include:
 - all claims for personal injury or death;
 - all claims in respect of damage to real or personal property, whether public or private, including but not limited to lands, buildings, structures, utilities, cleaning, fences, trees, shrubs, sod, roads, ditches, drains, litter containers, waste containers, casters and/or containers;
 - all claims for damages caused by the Supplier's negligence or default or breach of its obligations under the Purchase Order;
 - all claims relating to any infringement of any right or privilege; and
 - all claims relating to inventions, copyrights, trademarks, or patents and rights thereto used in doing the work.