

**SCIENCE NORTH
STANDARD PURCHASE ORDER and ORDER REQUISITION
TERMS & CONDITIONS**

The Science North Purchase Order or Order Requisition incorporates and includes all documents, drawings, and specifications now existing and relating to the purchase of the Goods and the performance of the Services referred to in the Purchase Order or Order Requisition, and together with these Purchase Order and Order Requisition Terms and Conditions shall form the entire contract between Science North and the vendor (the "Contract") for the supply of the goods (the "Goods") and the performance of the services (the "Services") and no variation thereof irrespective of the wording or terms of the supplier's acceptance, will be effective unless specifically agreed to in writing by Science North. No local, general or trade customs shall be deemed to vary the terms thereof. Where the context requires, the term "Goods" shall be read to include "Services".

1. The Contract shall not be altered in any manner whatsoever without the express written authorization of Science North. The supplier agrees to supply the Goods and to perform the Services in strict compliance with the Contract.
2. Goods will be received subject to final inspection and acceptance by Science North notwithstanding prior payment. Goods found to be defective or not in compliance with the specifications may be returned to the supplier at the supplier's expense.
3. Goods must be new and unused unless specified otherwise in the Contract and delivered strictly in accordance with the quantities, specifications and terms and conditions of the Contract.
4. Time shall be of the essence of this order. Science North reserves the right to cancel the Contract should the supplier fail to deliver the Goods or perform the Services by the delivery date set out in the Contract, or to purchase elsewhere, any portion of the Goods or Services that is not delivered or performed, as the case may be, by the date required by the Contract.
5. The supplier shall notify Science North of any backorders.
6. The prices are F.O.B. destination and include all charges for packing, loading, unloading, and transportation unless otherwise specified in the Contract. Should the supplier prepay transportation charges which are payable by Science North under the terms of the Contract these charges are to be shown as a separate item on the invoice.
7. The supplier shall submit all invoices directly to the Finance Unit at Science North and to no other unit or individual at Science North.
 - a. Via mail: Science North, c/o Accounts Payable
100 Ramsey Lake Road, Sudbury, ON P3E 5S9
 - b. Via email: finance@sciencenorth.ca

8. For the supply of either Goods or Services, Science North may holdback payment in accordance with the Construction Lien Act of Ontario; no such holdback shall be subject to any late payment, financing or interest charges.
9. Unless an acceptable waiver is provided by the supplier, Science North shall withhold tax on payments to any non-resident supplier for work performed, or income earned, in Canada as required by law.
10. Unless otherwise specified in the Contract, payment will be made only in Canadian funds after presentation of the required documents and after delivery of the Goods or performance of the Service. Such payment shall not constitute acceptance of the Goods or Services by Science North. Discounts will be calculated from the date when both the Goods and acceptable invoices are received by Science North.
11. The prices shown on the Contract are final and unless otherwise specified herein include all applicable Federal and Provincial Sales Taxes and Duties.
12. The Goods shall be at the risk of the supplier who shall bear all loss or damage, from whatsoever cause arising, which may occur to the Goods, or any part thereof, until delivered to Science North. Title to the Goods shall vest in Science North upon payment of the purchase price.
13. Goods containing any electrical or electronic components supplied under the Contract must be certified for electrical use in Ontario by an accredited organization prior to delivery, unless specified otherwise herein. Goods lacking this required certification are not acceptable and will be returned at vendor's expense.
14. Where required by law, the Goods shall be marked by the supplier with a Work Place Hazardous Material Information System (WHMIS) symbol and shall be shipped and handled in compliance with all applicable Federal, Provincial and Municipal laws in force on the date of shipment.
15. The supplier must provide material safety data sheets (MSDS) for all hazardous materials shipped in accordance with Occupational Health and Safety legislation.
16. In supplement of and not by way of substitution for the terms of the specifications or any warranty stipulated or implied by law and notwithstanding prior acceptance of the Goods by Science North, the supplier shall at any time within its standard warranty period, at its own expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship. The supplier shall state its standard warranty period and related terms and conditions at the time of delivery.

Supplier warrants to Science North that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. Supplier shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by Science

North. Supplier warrants to Science North that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

17. The supplier warrants that it has the right to use and sell any patented devices or parts used in the Goods purchased and agrees to indemnify Science North against any claims for royalties, license fees or other claims or demands by reason of the use or sale thereof, whether or not any such devices or parts are specified by Science North or used by the supplier in the Goods purchased without such specifications.
18. All specifications, drawings, samples, patterns and dies furnished to the supplier by Science North for use in respect of the order shall be deemed to be owned by Science North and shall be returned to Science North at the expense of the supplier when requested.
19. All custom work or original design shall become the property of Science North. Neither the supplier nor the supplier's workers will have or acquire any copyright or other intellectual property rights in anything in respect of which services are provided hereunder, and all such intellectual property rights shall vest in Science North absolutely. Supplier and supplier's workers hereby waive any and all moral rights they may have in anything in respect of which services are provided hereunder. Supplier acknowledges that all materials created by supplier in connection with this assignment rendered or produced by supplier's employees is a "work made for hire". To the extent that supplier has retained the services of workers other than its employees, supplier will obtain all rights and interest in the results of its efforts for the benefit of Science North as if such workers were its employees, such documentation to be provided upon request.
20. Where Services are provided by the supplier on Science North property, supplier will:
 - a. arrange for and keep current for the duration of the Contract property and commercial liability insurance coverages as listed in "Doing Business With Science North"; and Workplace Safety and Insurance Board coverage for all supplier employees;
 - b. adhere to the Terms & Conditions for Services Performed at Science North
21. The supplier shall indemnify and save harmless Science North, its officers, directors and employees against all losses, claims, actions, demands, liabilities, damages, fines, penalties, judgments and expenses (including without limitation legal expenses on a solicitor and his own client basis), suffered, or incurred by or resulting from an action(s) or proceeding brought against any or all of them due to any error, omission or negligent act of the supplier or its employees, agents or sub-contractors in connection with the Goods and Services, or either of them, or performance of the Contract.
22. This Contract shall be governed by the laws of the Province of Ontario.
23. This agreement shall ensure to the benefit of, and shall be binding upon the successors and assigns of Science North and the supplier respectively, provided that the supplier shall

not assign all or any part of this agreement without the prior written consent of Science North and any assignment made without such consent shall be of no effect.

24. It shall be cause for the immediate termination of this Contract if, after its execution, Science North determines that either:
- a. The Contractor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without Science North's consent or approval.
 - b. Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Contractor's assets.

Science North may terminate the Contract upon five (5) days written notice by Science North or its authorized agent to the Contractor for the Contractor's failure to provide the Services specified under this Contract.

This Contract may be terminated by Science North by giving thirty (30) days written notice to Contractor before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of Science North prior to payment for services rendered.

Notwithstanding the above, the Contractor shall not be relieved of liability to Science North for damages sustained by Science North by virtue of any breach of the Contract by the Contractor and Science North may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due Science North from the Contractor is determined.

25. ACCESSIBILITY: The Supplier shall comply and ensure compliance with all applicable regulations under the *Accessibility for Ontarians with Disabilities Act, 2005* in providing the Goods, Services and Facilities.

In accordance with section 6.0 of the ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE (429/07) made under the Accessibility for Ontarians with Disabilities Act, any third party service provider providing services on behalf of Science North will ensure its staff working for Science North receive training on the provision of its goods or services to persons with disabilities. Prior to commencement of services or delivery of goods to Science North, the service provider will provide evidence that its staff have been duly trained in accordance with all AODA requirements by submitting certification document entitled "CERTIFICATION OF AODA REQUIRED CUSTOMER SERVICE TRAINING".