TERMS:

1. The Vendor shall display the complete Purchase Order number prominently on all packages, invoices, correspondence, customs documentation, bills of lading and packing slips and ensure that packing slips accompany all shipments.

2. York University shall pay to the Vendor all amounts in Canadian funds net thirty (30) days from invoice receipt or satisfactory delivery of goods or services, whichever is later, unless otherwise noted on the Purchase Order. York University shall calculate any cash discount from the date of receipt of invoice.

3. The price on the Purchase Order is the total cost and includes all fees and charges of any kind including patent, permit, inspection, royalty and license fees, charges for crating, boxing, cartage and re-stocking, and government tax levies, unless otherwise stated on the Purchase Order.

4. All applicable taxes are specified on the Purchase Order.

5. All electrical or electronic components and equipment supplied must have the Ontario Electrical Safety Code approval and be certified for the intended use in Canada by a certification organization accredited with the Standards Council of Canada Act.

6. Material Safety Data Sheets (MSDS) and appropriate labels must accompany all hazardous products as defined under the federal Hazardous Products legislation and provincial WHMIS legislation.

7. The use and reproduction of York University names, logos and trademarks are governed by the York University License Board which is entitled to approve all products using the names, logos or trademarks of York University prior to commencement of any work. All ideas, art and software paid for by York University become the sole and exclusive property of York University and are to be delivered or returned upon request.

8. Vendors outside Canada shall provide Canada Customs invoices with completed, acceptable shipment documentation to York University’s customs broker as noted on the Purchase Order.

CONDITIONS:

9. Time is of the essence and the Vendor shall deliver the goods and services in strict accordance with the delivery date, quantity and the requirements as specified in this Purchase Order and any attached specifications.

10. The goods are subject to inspection and approval, following delivery for a period of not less than sixty (60) days notwithstanding prior payment. In the event any of the goods are rejected by York University, in its sole discretion, York University is entitled to return such goods at the Vendor’s expense and the Vendor shall credit York University accordingly within fifteen (15) days of return of the goods.

11. Notwithstanding delivery of the goods, title to the goods remain with the Vendor until York has inspected and approved of the goods or sixty (60) days has passed after delivery without York University rejecting the goods.

12. The Vendor represents, warrants and covenants that the goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right.

13. The Vendor represents, warrants and covenants that the goods are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all manufacturer and York University specifications and are fit for their ordinary purpose, unless York University has made a particular purpose known to the Vendor, in which event the goods are fit for that particular purpose as well.

14. The Vendor covenants that the goods are warranted as described for a period of not less than one (1) year from date of delivery to York University, notwithstanding any York University inspection, testing, approval, acceptance or payment for the goods, materials or equipment, unless otherwise stated on the Purchase Order.

15. In the event of any breach of warranty at law or pursuant to this Purchase Order by the Vendor, at any time during the one (1) year warranty period, the Vendor shall, at York’s option, repair or replace the goods with an equivalent or better product at no additional cost to York University within fifteen (15) days of York University’s notification to do so.

16. For the services, the Vendor shall:
   (a) perform all work in a good and workmanlike manner to the full satisfaction of York University;
   (b) obtain and maintain full and adequate insurance covering performance of the work, and provide evidence on the York University Certificate of Insurance Template form; and
   (c) obtain and maintain Workplace Safety Insurance Board (WSIB) coverage and provide both WSIB number and Clearance Certificate showing proof of satisfactory standing to York University upon request, or provide equivalent private insurance; and
   (d) comply with all applicable policies, procedures, guidelines, and rules of York University including conflict of interest policies.

17. The Vendor may not assign or subcontract this Purchase Order or any subsequent contract arising therefrom without the prior written permission of York University.

18. The Vendor shall provide the goods and services in strict compliance with all laws, regulations, codes and standards of Canada, at the sole cost of the Vendor.

19. The Vendor shall indemnify, defend and save harmless York University, its officers, Board of Governors, employees, contractors, students and agents from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines, cost and expenses including legal fees or other proceedings of any kind or nature directly or indirectly arising out of any breach or inaccuracy of any representation, warranty or covenant, performance of the services or supply of the goods, including but not limited to personal injuries to anyone, breach or alleged breach of intellectual property laws, environmental non-compliance, product liability and property damage.

20. These Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive bid document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions of the competitive bid document contract or agreement, will govern.

21. This Agreement is to be construed and governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for same do not apply.