



## TOWNSHIP OF LANGLEY Purchase Order Terms & Conditions for Supply and Delivery

### 1. Definitions

**The Vendor:** The supplier of the goods upon receipt of a Purchase Order from the Township.

**The Township:** The Corporation of the Township of Langley.

### 2. Modifications and/or Revisions

These Terms and Conditions constitute the entire contract between the parties for the Goods covered by this Purchase Order. No revisions or modifications of the Terms and Conditions of this Purchase Order shall be binding on the Township unless given in writing by an authorized employee, Buyer or agent of the Township.

### 3. Assignment

This Purchase Order shall not be assigned, in whole or in part, by the Vendor without the prior written consent of the Township.

### 4. Waiver

Any failure of the Township at any time, or from time to time, to enforce or require the strict keeping or performance of any of the Terms and Conditions contained herein shall not constitute a waiver of such Terms and Conditions and shall not affect or impair such Terms or Conditions in any way or the Township's right at any time to avail itself of such remedies as the Township may have for any breach or breaches of such Terms & Conditions.

A waiver by the Township of any of these Terms and Conditions or of any breach by the Contractor of these Terms and Conditions is effective only if it is in writing and signed by the Township and is not a waiver of any other term or any breach.

### 5. Liens

Delivery of the Goods specified in this Purchase Order must be made free and clear of all liens and encumbrances within the time, in the manner, and to the destination stipulated. In the event of failure to meet this condition, the Township shall be entitled to the return of all moneys theretofore paid by the Township on account of this Purchase Order and in addition the Township may cancel this Purchase Order without liability and place it elsewhere and the Vendor shall be liable for any and all expenses or loss resulting from such failure.

### 6. Patents and Patent Fees

The Vendor warrants and guarantees that Goods delivered under this Purchase Order will not infringe any valid patent, industrial design, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and the Vendor will indemnify and save harmless the Township against any and all liabilities, losses, damages, royalties, claims and expenses by reason of any claim, action or litigation arising out of the use or sale by the Township of any Goods supplied by the Vendor under this Purchase Order.

The Vendor shall pay all royalties and license fees and shall save the Township harmless from loss on account of suits or claims of infringement of patents in the delivery of the Goods.

### 7. Indemnity

The Vendor will indemnify and save harmless the Township and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses ("**Claims**") that the Township or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after the delivery of Goods, which are based upon, arise out of or occur, directly or indirectly, from the Vendor's performance of the delivery of Goods, including any Claims arising from or related to:

- (a) any act or omission by the Vendor or any of the Vendor's agents, employees, officers, directors, or sub-contractors in providing the delivery of Goods;
- (b) any personal injury or damage to property caused by the Vendor; and
- (c) any liens for the Vendor's failure to pay for labour or materials, Workers' Compensation assessments, unemployment insurance, or Federal or Provincial taxes.

Neither party will be liable to the other party or any other entity for any consequential losses including loss or anticipated loss of profit, loss or anticipated loss of revenue, loss or anticipated loss of business opportunity or business interruption.

### 8. WHMIS Requirements

All products purchased by the Township are considered to be required for use in the workplace. Therefore full compliance for all labelling and information requirements of the Hazardous Products Act (WHMIS) for controlled products is required.

All shipments must be accompanied by a Material Safety Data Sheet (MSDS). Shipments of Goods received which do not comply with all of these requirements will be returned to the Vendor at their expense.

### 9. Guarantee

As a minimum, the Vendor guarantees and warrants the goods supplied under this Purchase Order to be fit for the particular purpose or use for which they are purchased and that the goods will perform in accordance with specifications. In addition the

Vendor guarantees and warrants the goods against any and all defects in material, workmanship and design for a period of twelve (12) months from the date upon which the goods covered by this Purchase Order, are used or put into operation and the Vendor shall at the Vendor's own expense replace at the premises to which the goods are to be shipped the whole or any part or parts thereof which may be defective as aforesaid during the said period. The Vendor shall be responsible for any and all expenses incurred in the removal and replacement of the goods arising out of any such defect. The foregoing guarantee is in addition to and not in substitution for any statutory warranty or any other right or remedy which the Township might have been given.

**10. Expediting**

This Purchase Order shall be subject to expediting by the Township and/or its representatives. The Vendor shall provide the Township with copies of all documents required for efficient expediting, including Purchase Orders, and shall provide the Township's representative free access to all pertinent information, and to the shops and other places of business of the Vendor and all its suppliers' at all reasonable times.

**11. Packing**

All deliveries must be accompanied by a packing slip quoting the Purchase Order number, the delivery location and (if applicable) Tag Numbers.

Damages to any Goods resulting from improper packing will be charged to the Vendor. All packing charges are for the Vendor's account.

**12. Inspection and Acceptance**

All goods supplied under this Purchase Order shall be subject to inspection and acceptance by the Township or its agents after the receipt thereof. The Township will notify the Vendor in writing of the rejection of any goods which are not in accordance with the description or specifications stipulated in this Purchase Order and such goods will then be held subject to disposition at the Vendor's risk and subject to all charges accruing as a result of such rejection.

Acceptance or rejection of the goods shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject goods shall not relieve the Vendor from responsibility for such goods as are not in accordance with the specifications.

The Vendor will be responsible for transportation and charges both ways on rejected materials.

**13. Pricing, Currency and Taxes**

Unless otherwise noted on the Purchase Order, all prices shall be in Canadian Funds and shall remain firm for the duration of the Purchase Order.

All applicable taxes are to be shown separately.

**14. Invoices**

All Invoices must quote the Purchase Order number, and should be mailed to: **Township of Langley, Accounts Payable Department, 20338 – 65 Avenue, Langley, BC V2Y 3J1**

**15. Payment Terms**

Payment by the Township will be made within 30 days after acceptance of goods or receipt and approval of invoice, whichever is later. All invoice payments will be paid by electronic funds transfer therefore the Contractor must supply banking transfer information to Accounts Payable by e-mail to [acctspay@tol.ca](mailto:acctspay@tol.ca) or forms may be found on the Township website at [www.tol.ca/Doing-Business/With-the-Township](http://www.tol.ca/Doing-Business/With-the-Township).

**16. Time**

Time is of the essence for this Purchase Order.

**17. Termination**

The Township may terminate the whole or any part of this Purchase Order if the Vendor fails to make delivery of the goods within the time specified.

**18. Default Notice**

If the Vendor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment for the benefit of creditors, the Township shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of both) to terminate this Purchase Order by written notice to the Vendor, whereupon the Township shall be relieved of all further obligations hereunder except the obligation to pay the responsible value as determined by the Township of the Vendor's prior performance (not exceeding the quoted rate) and the Vendor shall be liable to the Township for all costs incurred by the Township in completing or procuring the completion of performance in excess of the price herein specified. The Township's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Any notice to be given by the Township under this Purchase Order shall be deemed given one day after deposit in the mail, postage prepaid, addressed to the Vendor at his address shown on the face hereof.

**19. Governing Law**

These terms and conditions for this Purchase Order will be governed by and construed in accordance with the laws of British Columbia