

# Municipality of Chatham-Kent's Purchasing Terms & Conditions

## Interpretation

Throughout these conditions the Corporation of the Municipality of Chatham-Kent shall be referred to as "the Buyer". Submitting party referred to as the "Supplier".

## Invoices

Invoices must bear packing slip number, purchase order number, number of packages, articles or containers shipped, also net and gross weights of each. If carload shipment state number and initials of car. If express shipment, so specify and insert waybill number and date. Separate invoices in duplicate must be rendered for each shipment or order and addressed to:

Municipality of Chatham-Kent  
Accounts Payable  
315 King Street West-P.O. Box #640  
Chatham, ON N7M 5K8  
or by email to CKap@chatham-kent.ca

Errors on, or omissions from invoice, or lack of supporting documentation required by terms of this order will be cause for withholding settlement without losing discount privilege.

**Purchase Order Number:** Invoices that do not bear a Purchase Order number will not be processed and will be returned to the vendor.

**H.S.T. License Number:** Invoices will not be paid without a H.S.T. number or statement of exemption.

**Payment Terms:** Payment terms are Net 30 days.

## Acceptance

If written acceptance is not conveyed to the Buyer within (14) days after Supplier's receipt of this purchase order, the Buyer may revoke this purchase order, without any liability for damages. Any qualified acceptance shall constitute rejection of this purchase order.

This purchase order and the terms, conditions, clauses, specifications or other documents to which specific reference is made herein, constitute the entire agreement between the parties hereto and supersede all previous negotiations, representations, undertakings and agreements heretofore made between the parties in respect of the subject matter herein and shall not be varied other than by a document in writing of subsequent data hereto signed by the Buyer.

## Warranty

Supplier fully warrants the goods and without limiting the generality of the foregoing warrants same against defects in workmanship and fabrication, also against defects in materials and/or design, to the extent that such materials and/or design have not been supplied by the Buyer and 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.

## **Termination**

Termination at option of Buyer

Performance of work under this purchase order may be terminated by the Buyer at its option, in whole or in part, at any time by delivery, or by mailing of a written notice of termination to Supplier.

Upon termination by Buyer under this paragraph, the Buyer shall pay to the Supplier the purchase order price for all supplies or services which have been completed in accordance with the terms of this purchase order and not previously paid for the actual cost of work in process plus a reasonable profit based on such costs. Payment made under this subparagraph shall not exceed the aggregate price specified in this purchase order.

Termination for default of the Supplier, if the Supplier:

refuses or fails to make deliveries of the supplies as specified in this purchase order or in any shipping release issued to the Supplier or

fails to perform any other provisions of this purchase order and does not cure such failure within a period of ten days after receipt of notice from the Buyer specifying such failure the Buyer may at its option terminate in whole or in part this purchase order or the contract formed thereby. No waiver of any provision of this purchase order shall constitute a waiver of any other provision.

## **Buyer Property**

Drawings, specifications and other papers supplied by the Buyer to the Supplier or purchased, manufactured, prepared, drawn or reproduced by the Supplier and for which the Buyer has paid shall be the sole property of the Buyer and shall not be used for any purpose other than the manufacture of goods for the Buyer, and shall, if the Buyer so requires be delivered to the Buyer at the completion or cancellation of this order.

## **Patents and Claims**

Supplier agrees to indemnify the Buyer against any and all claims and expenses incurred in connection with such claims, for royalties, license fees, infringement of patents or trademarks which may be made against the Buyer, in respect of the goods or the manufacture sales possession or use thereof or for any other procedures in connection with patents or trademarks in respect of such goods.

## **Inspection**

Quality assurance and control shall be the Supplier's responsibility and Buyer shall rely on Supplier to furnish goods which fully comply with the contract requirements. The Buyer 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 Supplier's risk and expense, without prejudice to any other rights to which the Buyer may be entitled under the circumstances.

## **Delivery**

Goods shall be delivered on the delivery date or dates specified in this purchase order and time shall be of the essence. 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 Buyer.

## **Packing**

Goods covered by this purchase order shall be properly packaged by Supplier in accordance with applicable freight classification standard for shipment to the Buyer at destination and unless otherwise

specifically provided on this purchase order, price or prices of the goods therein specified include all cost of packaging.

### **Non-Assignment**

The Supplier shall not assign this purchase order or any interest therein without prior written consent of the Buyer.

### **Documentation Required At Shipping**

Material cannot be received or accepted by the Buyer until all required documents properly executed have been received. The following documents must be mailed not later than day following shipment.

For domestic shipment (goods shipped from Suppliers inside Canada)

Invoices in duplicate

Copies of packing slips and/or certificates of compliance in duplicate.

One copy of bill of lading.

For import shipment (goods shipped from Suppliers outside Canada)

In addition to documents mentioned in I, II, and III above for domestic shipment Canadian customs invoices certified in triplicate to coincide with commercial invoices. In the case of surface shipment MA or MB invoices must be air mailed with documentation itemized as I, II, and III above. For air shipment, the triplicate set of invoices must accompany the shipment and be submitted to the carrier for attachment to the air waybill. One packing slip outside of container and one packing slip inside of container must be forwarded with each shipment. Freight description on the bill of lading must be in accordance with applicable published freight classification so as to permit the lowest legal freight rate to be applied. Additional costs resulting from incorrect freight descriptions will be charged to Supplier.

### **Routing**

Shipment must be made via the route and method specified on the purchase order. Additional costs resulting from a routing other than that specified will be charged to Supplier.

### **Chemical Notice**

It is a condition of this purchase order that vendors supplying products that contain or use chlorofluorocarbons (C.F.C.'s) or halons in manufacturing must provide notice of such conditions immediately.

### **Outstanding Municipal Taxes**

If any outstanding taxes exist, payment will be applied to these before any payment is made.

### **Conditions**

These conditions may be amended from time to time without notice, and shall be effective as of the date of amendment.

### **Agreement/Contract**

Where there is a conflict between these conditions and a written agreement executed between the buyer and the Supplier, the terms of the written agreement supersede these conditions to the extent of the conflict.

**Save Harmless**

The Supplier shall be responsible for, and shall save harmless and indemnify, the Buyer from and against all loss, costs, damages, suits, claims and demands of every nature whatsoever arising out of or by reason of the provision or purported provision of the goods and/or services by the Supplier including, without limitation, those made or sustained in respect of property damage, personal injury (including death) and infringement of copyright, trademark, patent of invention, violation of provincial or federal regulation, or municipal by-law.