



# CITY OF *Lethbridge*

1. The law applicable to this purchase order shall be the law in effect in the Province of Alberta. Except for an appeal from an Alberta Court to the Supreme Court of Canada, no action in respect to the purchase order shall be brought or maintained in any court other than a court of the appropriate jurisdiction of the Province of Alberta.
2. If the goods and/or services furnished on this purchase order are covered by a separate contract, this purchase order is given subject to the conditions specified in such contract. If the goods (which includes products, articles, materials) and/or services are not under a separate contract, then they are to be supplied within a reasonable time after this purchase order is given, and the seller/contractor of any good to be used for a particular purpose undertakes without any exception, that the good is reasonably fit for that purpose.
3. The City will not accept contractual provisions which limit liability of the seller/contractor to the value of the purchase order/contract, fees paid or value of services rendered. Any limit on liability must be agreed to in writing by the City prior to the award of the purchase order/contract
4. This purchase order, together with all documents, drawings and specifications referred to herein, shall when accepted by the seller/contractor, constitute the entire contract between the seller/contractor and the City of Lethbridge (the "City"), and shall not be altered, amended or supplemented without the City's written approval.
5. In accepting this purchase order, the seller/contractor undertakes and agrees to provide all goods and/or perform all the services shown or described in the purchase order/contract and in strict compliance therewith.
6. Trade Discounts Advantage will be taken on all special and short term discounts. Discount date will be computed from the date that the invoice is received or the date on which the goods and services are received whichever is the later.
7. Each article or class of goods or services to be supplied under this purchase order/contract shall be in strict accordance with the specification. In the event that the City judges that the quality of the goods or service is deemed deficient, the City may cancel the purchase order by returning the goods at the seller's/contractor's expense and debiting the seller's/contractor's account with the original purchase cost(s).
8. Where a delivery date is stated, time is of the essence and delivery by such date is regarded as the essence of the contract. Failure on the part of the seller/contractor to complete delivery by the stated date for reasons other than those beyond the seller's/contractor's control, will entitle the City to any one or combination of the following:
  - 8.1 Cancel the Order
  - 8.2 Reassign the purchase order/contract and charge the original seller/contractor with all incremental costs involved.
9. The seller/contractor warrants:
  - 9.1 That the goods(s) and/or service(s) supplied to the City conforms in all respects to the standards set forth by the Federal, Provincial and applicable municipal agencies.
  - 9.2 That the shipping and handling of designated goods and/or hazardous materials will be made in accordance with the applicable Federal, Provincial and Municipal regulations in force at the time of shipment.
  - 9.3 Failure to comply with the Articles 9.1 and 9.2 as noted above will be considered a breach of the purchase order/contract.
10. The City shall not be bound by any total disclaimed or implied warranty and an expressed warranty or condition does not negate a warranty or condition implied by the Sale of Goods Act (Alberta) unless inconsistent therewith. This purchase order/contract shall be governed by the laws of the Province of Alberta.
11. Insofar as this order specifies the F.O.B. point, the City shall accept title for the goods at that point only. Material not sold F.O.B. destination must be prepaid and the charges, other than postage, must be supported by documents. Material shipped parcel post must be insured. C.O.D. charges will not be accepted.
12. The Seller/Contractor, by the acceptance of the purchase order, shall indemnify, defend, pay on behalf of and hold harmless the City of Lethbridge (the City), its officers, officials, agents, representatives, employees and volunteers from and against all loss, claims, demands, costs (including solicitor/client costs), damages, actions, suits, or proceedings arising out of or in connection with the activities or performance by the Seller/Contractor,

his agents, representatives, employees or contractors, of the work, or the use and/or supply of the goods or services, under this agreement/purchase order.

13. The seller/contractor understands and agrees that the City shall not be responsible for any damage, loss or injury that may arise to the seller/contractor or his agents, representatives, employees or contractors, as a result of the work or the use and/or supply of the goods or services under this agreement/purchase order; and the seller/contractor hereby expressly releases the City from, and agrees to indemnify it against, any and all claims for such loss, damage or injury.
14. The seller/contractor shall determine and satisfy itself that it has appropriate and sufficient coverage to satisfy its own risk and insurance requirements to cover its obligations under this Agreement. A copy of the seller's/contractor's insurance certificates shall be provided to the City of Lethbridge within 7 days of being provided with this purchase order.
15. The seller/contractor shall maintain an account in good standing with the Workers' Compensation Board (Alberta) prior to the commencing work. The account must include personal coverage for inter alia all partners, proprietors or directors of the firm, company or corporation who are present or may have cause to be present at the work site. The seller/contractor shall ensure compliance by both the seller/contractor itself and sub-contractors with the requirements of the Workers' Compensation Act (Alberta) and all applicable regulations thereunder. A copy of the seller's/contractor's WCB Certificate shall be provide to the City of Lethbridge within 7 days of being provided with this purchase order.
16. The seller/contractor shall comply with all the provisions of the Occupational Health and Safety Act, R.S.A. 2000, the Occupational Health and Safety Code and all amendments thereto and all regulations now or hereafter made thereunder and shall indemnify the City in respect to all matters arising out of or in connection with failure of the seller/contractor to comply in all respects with the applicable provision of the said Act, Code and regulations.
17. For all goods purchased directly from foreign countries for shipment into Canada, the selling firm shall include four completed and signed copies of the Canada Custom Invoice with the documentation accompanying the shipment.
18. No charges for packages will be allowed, unless such costs form part of an accepted quotation.
19. For the supply of both goods and/or services, holdback of payment may be made in accordance with the requirements of the Builder's Lien Act of Alberta.
20. The seller/contractor shall submit all invoices in relation to this purchase order to the following address and the purchase order number must be clearly displayed on the invoice(s): The City of Lethbridge, Accounts Payable; 6<sup>th</sup> Floor, 910 – 4<sup>th</sup> Avenue South; Lethbridge, AB T1J 0P6.
21. The seller/contractor agrees not to invoice at prices higher than those formally agreed to by this order or subsequent amendment.
22. The City will pay the seller/contractor 30 days from receipt of an invoice or acceptance of the goods or services, whichever is later except when a separate contract specifies other terms and/or early payment is required to take advantage of discounts offered by the seller/contractor.
23. If the seller/contractor manufactures or purchases any goods involved in this purchase order/contract outside of Canada, the seller/contractor must ensure that they, or their agent, or their representative is the "Importer of Record" for customs purposes.
24. Unless otherwise stated, all funds are payable in Canadian dollars.
25. In compliance with the Canada Income Tax Act, The City is required to withhold 15%, or such other percentage as may be specified by Canada Revenue Agency, from all the payments made to Non-residents for services provided in Canada. Non-residents who possess a waiver letter from Canada Revenue Agency prior to performing a service to the City will be excepted from the withholding. Annual tax receipts will be issued to Non-residents for use as foreign tax credits under their country's income tax provisions.