

**Humber Institute of Technology & Advance Learning
Purchase Order Standard Terms and Conditions**

1. By acceptance of this purchase order through commencement of work or delivery of goods the Vendor is accepting the conditions of the purchase order as written.
2. This Purchase Order is all in accordance with Humber's Purchasing Policy and Procedures.
3. As an essential part of the Colleges' comprehensive program for solid waste management, it is in the public interest to purchase recycled products with the highest recycled material content feasible for all goods and equipment. College employees are required to purchase recycled content products whenever feasible.
4. This order shall be governed by the laws of the Province of Ontario.
5. All goods are subject to the Guarantee of the Vendor as to accuracy, quality of material and quality of work. The Vendor shall permit the Purchaser to examine the goods at delivery, but taking delivery of such goods or failure to make examination shall not be construed as acceptance thereof.
6. The College reserves the right to proof of insurance that meets the Colleges' minimum standards. Required insurance may include comprehensive general liability, automobile liability, employer's liability and workers compensation. Vendors shall bear the full cost of insurance.
7. All electrical equipment must be C. S. A. (Canadian Standards Association) approved and marked.
8. If the shipment exceeds 1000 pounds, a shipping notice must be sent to the Purchaser prior to shipping. Storage charges if any shall be the responsibility of the Vendor.
9. All dies, tools, jigs, patterns, gauges and artwork, paid for by the Purchaser, are the property of the Purchaser and are to be delivered upon request by the Purchaser.
10. Payments will be made in Canadian Funds, unless otherwise indicated on the purchase order. Cash discounts are to be calculated from the date acceptable invoice(s) are received by the Accounts Payable Department.
11. Humber College Institute of Technology and Advanced Learning is pleased to offer electronic funds transfers (EFT) to vendors. With EFT, you will no longer receive a cheque for payment. Instead, funds will be electronically transferred (i.e. directly deposited) to your bank account. A detailed remittance advice will be sent by fax or email.
12. Normal payment terms are Net 30 days, unless more favourable terms are offered by the Vendor.
13. When shipment is made from outside Canada, separate MA customs invoices in quintuplicate in accordance with Canadian Customs Regulations must also be supplied along with duplicate copies of the commercial invoice.
14. The Vendor warrants that the goods provided are in accordance with the purchase order, specifications and or drawings. Any goods not in accordance with the written instructions shall be returned to the Vendor at no charge to the College. If the Vendor is not able to provide the proper goods in the required timeframe and the urgency of the situation makes it necessary to obtain the goods from an alternate source at a higher cost, the additional cost shall be debited to the account of the Vendor.
15. The Purchase recognizes that the Vendor may use their own form for order acknowledgement. Any terms and conditions of the acknowledgement that conflicts with Humber's terms and conditions shall be waived.
16. The Vendor hereby undertakes and agrees to indemnify and to keep the Purchaser from and against all actions, suit, claims, demands, costs and expenses in connection with or arising out of injuries (fatal or otherwise) suffered by person(s) employed by the Vendor, or its Agents or any of the Vendor's Sub-Contractors or their agents on the work covered by this order. The Vendor further undertakes and agrees to indemnify the Purchaser for any damage to the property of the Purchaser or to the property of third parties, or injury to any employee, student or visitor occasioned through any act or default on the part of the Vendor or its agents or any of the Vendor's sub-contractors or their agents.
17. In the event the Vendor shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver be appointed of the Vendor's property or business, the Purchaser may, at its option cancel this order.

Goods and Services Tax (G.S.T.)

"W" Included (Goods and Services Tax)
 "X" Exempt
 "Y" Taxable
 "Z" Zero Rated
 "G1" PST & GST Extra

Provincial Sales Tax (P.S.T.)

"1" Applicable
 "2" Not Applicable
 "3" Included
 "4" Exempt
 "G2" GST Extra, PST Included