

**PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

1. The Purchase Order, including these general terms and conditions, forms the entire contract between the parties and no variation thereof, irrespective of the wording or terms of the vendor's acceptance, will be effective unless specifically agreed to in writing by the buyer. No local, general or trade customs shall be deemed to vary the terms thereof. Where the context requires the word "goods" is to be read as including services.
2. If prices are omitted on this order, the vendor shall invoice at the lowest prevailing market price.
3. All shipments must be F.O.B. prepaid to destination.
4. Goods will be received by the buyer subject to final inspection and approval by the inspector, if any, named in the order and if not named, then by any person authorized by the buyer. Goods found to be defective or not in compliance with the specifications, may be returned to the vendor at the vendor's expense.
5. In supplement of and not by way of substitution for the terms of the specifications or any warranty stipulated or implied by law and notwithstanding prior acceptance by the buyer, the vendor will at any time within three months, or as otherwise stated, from delivery thereof, at its own expense, replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship.
6. The vendor warrants that he has the right to use and sell any patented devices or parts used in the goods purchased and agrees to indemnify the buyer against any claims for royalties, license fees or other claims or demands by reason of the use or sale thereof, whether or not any such devices or parts are specified by the buyer or used by the vendor in the goods purchased without such specification.
7. The goods shall be at the risk of the vendor who shall bear all loss or damage, from whatsoever cause arising, which may occur to the goods or any part thereof, until delivered to the buyer. The buyer reserves the right to change the place of delivery at any time prior to actual shipment provided that the vendor shall be entitled to be reimbursed for any actual increased cost, or shall reduce the prices to the extent of any reduction in cost, arising out of such change.
8. Goods must be delivered strictly in accordance with the quantities, specifications, terms and conditions shown, time shall be of the essence of the contract. (See time of delivery specified in order). If deliveries cannot be met as specified, the buyer shall be notified and reserves the right to cancel this order. Vendor shall not cancel the order without the buyer's consent.
9. The buyer will not pay any charges for packing or cartage unless agreed upon in writing.
10. The buyer reserves the right to cancel any unshipped portion of this order.
11. The buyer is not liable for goods not covered by a Purchase Order.
12. Unless otherwise specified in this order, payment will be made only in Canadian funds upon presentation of the required documents, and no interest will be paid on any sum overdue. Unless notified to the contrary where cash discount terms are applicable, the Board will take discounts at the time of payment.
13. Drafts or C.O.D.'s are not accepted.
14. Invoice to Accounts Payable at apayable@rcdsb.on.ca. Vendor's GST Registration Number, terms, and cash discounts shall appear on invoice.
15. The Purchase Order Number, located in the upper right corner of the Purchase Order, must appear on all invoices, delivery slips, packages, and correspondence.
16. This agreement shall enure to the benefit of, and shall be binding upon the successors and assigns of the Board and the vendor respectively, provided that the vendor shall not assign this agreement or any part of the development without the prior written consent of the Board, and any assignment made without such consent shall be of no effect.
17. This contract is to be governed by and construed in accordance with the laws of the **Province of Ontario**.