

General Terms and Conditions

These General Terms & Conditions (the 'Terms') apply to all Capilano University ('CapU' or the 'University') Purchase Orders (POs) for the supply of Goods and/or Services. Where a conflict exists, the PO or contract's special terms prevail over these Terms.

1 Order of Precedence

In case of inconsistency, documents apply in the following order: (a) the PO's special terms; (b) these Terms; (c) University specifications, drawings, and statements of work; and (d) Supplier's proposal (only to the extent expressly incorporated).

2 Scope of Work / Goods

Supplier shall provide Deliverables diligently, competently, and in accordance with University's specifications, timelines, and instructions; ensure personnel are properly trained and supervised; and supply all labour, materials, equipment, facilities, approvals, and licenses necessary for performance.

3 Delivery and shipping instructions

Supplier shall ensure that (i) Goods supplied are suitably packaged for shipment, that each package, bundle and/or shipment, is clearly identified with University's PO number, description and quantity of contents, Supplier's name, and, when applicable, University's Identification Number; (ii) all shipments of the Goods are made in accordance with all relevant laws, including those relating to dangerous goods and Workplace Hazardous Material Information Systems, and, without limitation, that all shipments are made with all labels and accompanying documentation required by law, including where applicable a duly completed Material Safety Data Sheet; and (iii) all packing materials used in connection with the Goods are non-toxic and otherwise safe to use and handle, are constructed of the most "environmentally friendly" materials reasonably available. A packing slip that includes specifics of the Goods shipped, University's PO number or Release number, if applicable, is to be provided. Customs invoices, certified in accordance with Canadian Customs regulations, or a copy of Supplier's invoice, must accompany all shipments made from outside Canada

4 Title & Risk of Loss

Title transfers to University earlier of delivery or payment. Risk of loss remains with Supplier until delivery to University's named destination. Title shall pass free and clear of all lines, charges, and encumbrances.

5 Time is of the Essence

Suppliers shall meet all dates and schedules specified in the PO. University may cancel all or part of the PO or obtain substitute Deliverables at Supplier's cost for any delay or failure to deliver in accordance with these Terms.

6 Inspection, Acceptance & Rejection

Payment prior to inspection does not constitute acceptance. University may inspect and test Deliverables after receipt. University may reject Nonconforming, Excess, or Incomplete Goods and require replacement, correction, or refund (including shipping/handling) within a reasonable inspection period specified in the PO (default 15 Business Days). For Services and Deliverables produced under a statement of work, acceptance testing may be required; Supplier shall correct deficiencies and resubmit for acceptance.

7 Warranties

Supplier warrants that Goods are new (unless expressly specified otherwise), of merchantable quality, free from defects in materials and workmanship, fit for University's disclosed purpose, and conform to University specifications. Supplier warrants non-infringement of third-party intellectual property. Services will be performed with reasonable skill and care, free of material defects, and without malicious code. Without limiting statutory remedies,

Supplier shall repair, replace, or re-perform any nonconforming Deliverables at its expense within the warranty period specified in the PO (default one year from acceptance).

8 Prices, Taxes & Customs

Prices are firm and include all charges to the point of delivery unless otherwise stated. Suppliers shall collect and remit applicable GST and PST, showing taxes as separate line items on invoices. If Supplier is a non-resident providing Services in Canada, University may withhold income tax as required by law. Suppliers are responsible for all other taxes, duties, and levies.

9 Appropriation

The University's obligation to pay money to the Supplier is subject to the *Financial Adm* standard Terms & Conditions (the 'Terms') apply to all Capilano University ('CapU' or the 'University') Purchase Orders (POs) for the supply of Goods and/or Services. Where a conflict exists, the PO or contract's special terms prevail over these Terms.

10 Definitions

'Deliverables' means the Goods and/or Services described in the PO. 'Goods' means supplies, equipment, materials, and other tangible items. 'Services' means professional consulting, installation, commissioning, training, or other services. 'Supplier' means the vendor named on the PO. 'Business Day' means Monday to Friday excluding statutory holidays in British Columbia. 'Applicable Laws' includes all statutes, regulations, bylaws, and directives applicable in British Columbia, including the Workers Compensation Act and the Freedom of Information and Protection of Privacy Act (FOIPPA).

11 Acceptance

The delivery of any of the Goods or the commencement of the performance of any of the Services is deemed to constitute Supplier's acceptance of the entire PO. No additional term, including any term attached to Supplier's invoice, nor any change to the PO, including to the quantity, class or type of Goods or to the Services, is binding unless in writing and signed by an authorized representative of each party.

12 Invoicing & Payment

Invoices must reference the PO number and be sent to University Accounts Payable. Unless stated otherwise, payment terms are net 30 days from receipt of a compliant invoice and acceptance of Deliverables. University may set off amounts owing from Supplier against amounts payable to Supplier.

Invoice address (unless otherwise stated on the PO): Accounts Payable, Capilano University,

Email to: accountspayable@capilano.ca 2055 Purcell Way, BR 412, North Vancouver, BC V7J 3H5. All invoices and packing slips must reference the University PO number.

13 Changes & Extras

University may request changes to specifications or requirements. No extras or changes shall be undertaken without an authorized written change PO. Pricing and schedule adjustments must be agreed in writing prior to performance.

14 Subcontracting & Assignment

Suppliers shall not assign, sublet, or subcontract any part of the Deliverables without University's prior written consent. Supplier remains fully responsible for its subcontractors' acts and omissions and shall flow down all obligations under these Terms.

15 Compliance; Safety; WorkSafeBC

Suppliers shall comply with all Applicable Laws, University codes and safety guidelines, and shall ensure workers' compensation coverage is in place and in

General Terms and Conditions

good standing with WorkSafeBC before commencing Services and throughout performance. University may request proof of coverage.

16 Insurance

Supplier shall maintain, at its expense: (a) Commercial General Liability insurance not less than \$2,000,000 per occurrence, including contractual liability, cross liability, products/completed operations, and non-owned auto, naming University as additional insured; (b) Automobile Liability insurance not less than \$2,000,000 for owned and non-owned vehicles used in performance; and (c) Professional Liability insurance not less than \$1,000,000 per claim if professional services are provided. Policies shall provide 30 days' prior written notice of cancellation or material change. Higher limits may be required by University depending on risk and will be specified in the PO.

17 Indemnity

The Supplier must indemnify and save harmless the University and the University's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the University or any of the University's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the Supplier or by any of the Supplier's agents, employees, officers, directors or Subcontractor in connection with this PO; or
- (b) any representation or warranty of the Supplier being or becoming untrue or incorrect.

17. Limits on Liability

Neither party shall be liable to the other for special, indirect, incidental, consequential, punitive, or exemplary damages, or for loss of revenues or profits, except for: (a) third-party claims subject to indemnity; (b) breach of confidentiality or privacy; or (c) infringement of intellectual property.

18 Intellectual Property & Licenses

Supplier warrants that University's use of the Deliverables does not infringe any third-party rights. Where software or other IP is provided, Supplier shall grant University a non-exclusive, transferable (within the BC public sector), royalty-free license to use the Deliverables for University's internal purposes, subject to any Additional Agreements expressly identified in the PO.

19 Confidentiality & Privacy

Suppliers shall keep University Confidential Information secure and confidential, use it solely to perform the contract, and not disclose it except as required by law. Supplier shall protect Personal Information in accordance with FIPPA and University privacy requirements and promptly report any privacy breach.

20 Audit & Records

Supplier shall maintain complete and accurate records relating to Deliverables and amounts charged for the term of the PO and for six (6) years thereafter. University or its auditors may, upon reasonable notice and during normal business hours, inspect and audit such records. Overcharges shall be refunded; material discrepancies may result in recovery of audit costs.

21 Liens and Builders Lien Act

Where the *Builders Lien Act*, S.B.C. 1997 c. 45 (the "*Builders Lien Act*") applies:

- (a) Provided that payment is made by University when due according to the terms of this PO, the Supplier is responsible to ensure that no builders lien or claim of builders lien is filed or claimed by the Supplier or any of its employees, personnel or subcontractors, and if any such lien or claim

of lien is filed or claimed then the Supplier shall, by payment into court or posting of a bond or otherwise, cause the same to be forthwith removed and discharged.

- (b) University may holdback as required (as reasonably interpreted and applied by University) under the *Builders Lien Act*. [Note: The *Builders Lien Act* stipulates that no builder's lien holdback is to be retained from an architect, engineer, worker or material supplier.]
- (c) University shall be the "payment certifier" for the purposes of the *Builders Lien Act* in respect of amounts due to the Supplier under this Purchase Order, unless a consultant or other third party has been named by UNIVERSITY for this purpose. The Supplier acting alone shall be the "payment certifier" for the purposes of the *Builders Lien Act* in respect of amounts due to any "subcontractor" as defined under the *Builders Lien Act*.

22 Termination & Suspension

University may terminate for convenience by written notice; Supplier shall be paid for compliant Deliverables provided up to the effective date. University may terminate for cause (including material breach, delay, insolvency) and seek remedies. University may suspend performance in whole or in part by written notice.

23 Force Majeure

Neither party is liable for delay or failure to perform due to events beyond reasonable control (including natural disasters, acts of government, labour disputes not caused by the affected party, epidemics, or supply chain disruptions), provided the affected party promptly notifies the other and uses commercially reasonable efforts to mitigate.

24 Supplier Sustainability

Supplier shall comply with all applicable environmental legislation and regulations and, when delivering any Goods and/or performing any Services on a University site, shall follow all applicable policies, practices and procedures established by University with respect to the environment of which it is advised, be observant for, and immediately notify University of, any environmental problems that develop in connection with performance of the Contract, and take all reasonable and necessary measures to avoid causing negative impacts to the environment. Where negative impacts occur, Supplier must immediately advise University's Representative or the Purchasing Contact and shall undertake all reasonable and necessary measures to minimize the effect of such negative impacts.

25 Set off; Survival; Severability; Notices

University may set off any amounts owing from Supplier against payments due. Provisions that by their nature should survive (e.g., indemnity, confidentiality, IP, warranties, audit) survive termination or expiry. If any provision is invalid, the remainder remains enforceable. Notices shall be in writing and delivered to the parties' addresses stated in the PO or contract.

26 Conflict of interest

The Supplier must not provide any services to any person in circumstances which, in the University's reasonable opinion, could give rise to a conflict of interest between the Supplier's duties to that person and the Supplier's duties to the University under this PO.

27 Laws

The PO shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. Suppliers are advised that, without limitation, the Freedom of Information and Protection of Privacy Act (British Columbia) apply to University.