

Purchase Order Terms & Conditions

1. AGREEMENT – Shipment of the goods or provision of services ordered by the college shall constitute acceptance by the supplier of all terms and conditions in this contract.

The college does not accept any conditions or reservations, customary or otherwise, subject to which the supplier may purport to sell, ship or deliver the goods unless such conditions or reservations have been specifically accepted in writing by the college.

No change in the Terms and Conditions of the Purchase Order, including quantities, description, prices or F.O.B. points shall be made, nor will any charge for extras be allowed unless prior written approval has been obtained from the college by the supplier.

The college may terminate this Purchase Order at any time and, except where termination is due to the suppliers default, the college shall pay that portion of the Purchase Order price for items delivered to date, together with costs necessarily incurred by the college in cancelling delivery of the remaining items but in no case shall the college be liable for the loss of anticipated profits on remaining items.

2. PRICING – All prices in Canadian funds, unless specified in writing on the Purchase Order. All taxes are extra.
3. DELIVERY - To include delivery and unloading of all goods at destination.
4. TIME – Time shall be of the essence of this contract. The articles must be delivered strictly in accordance with the quantities and specifications shown and on delivery dates specified. If the supplier delays shipment or is otherwise in default of any terms of the Purchase Order, the college shall be at liberty to cancel this contract, in whole or in part, and to procure the articles or other items of the same or similar description from other sources and the supplier shall be liable to the college for any additional costs occasioned thereby.
5. COLLEGE POLICIES – The College has published Safety and Health, Harassment/Human Rights policies and Conflict of Interest policies. All suppliers must perform any and all work following these

guidelines. Copies may be requested from the Purchasing Office at Purchasing@camosun.bc.ca or 250- 370- 3044.

6. LABOUR DISPUTES - Whenever any actual or potential labour dispute delays or threatens to delay the timely performance of this order, the supplier shall immediately give notice thereof to the College. If such dispute will delay said performance more than 30 calendar days, the College will have the option of cancelling the order without expense.
7. RISK OF LOSS – Delivery shall not be deemed to be complete until the articles have been actually received and accepted by the college.
8. INSPECTION – Articles are subject to inspection by the college as to progress, workmanship and materials notwithstanding prior payment. All or any goods received by the college will be subject to inspection and rejection by the college. If rejected, they may be held at the suppliers risk and expense or returned at the suppliers expense. The college reserves the right to retain any portion or all of any shipment not strictly in accordance with the specifications and in such case, will pay a reasonable price therefor, which retention shall not preclude the college from rejecting the remainder of the shipment or any part thereof, and retaining any part thereof which is in accordance with the specifications.
9. PARTIAL SHIPMENTS – Partial shipments will be accepted but must be covered by individual packing slips, invoices and bills of lading.
10. FOI/POP – As of November 3rd, 1994, the college is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the college cannot guarantee that any information provided to the college, including business information contained in contracts and supporting documents, can be held in confidence. Further, the college has a contractual requirement to provide, upon request from CUPE Local 2081, a copy of any Purchase Order issued subject to the Freedom of Information and Protection of Privacy Act.
11. WARRANTY AND GUARANTEE – The college is relying on the skill and knowledge of the supplier and in supplement of and not by the way of substitution for any term of the specifications or any warranty stipulated by the parties hereto, or either of them, or any warranty stipulated or implied by law and notwithstanding prior acceptance of the goods, the supplier shall, of his own expense,

replace any goods, or any parts thereof, which at any time within one year from delivery thereof become defective as a result of faulty or inefficient manufacture, materials or workmanship.

12. DISPUTE RESOLUTION – Should the college and the supplier fail to resolve any disputes informally, claims, disputes or issues in dispute between Camosun and the supplier shall be decided by arbitration if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.

In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia.

In the event that the parties agree to arbitration, the arbitration shall take place in Victoria, British Columbia and governed by the laws of British Columbia.

This procedure is not meant to preclude or discourage informal resolution of disagreements between the College and the supplier.

13. INDEMNITY – The supplier shall indemnify and save harmless the college, its employees and agents from and against all losses, costs, expenses, claims and judgements relating to labour, materials, inventions, copyrights, trademarks and patents and from all losses, costs, expenses, claims and judgements arising out of in any way related to the performance of any contract entered into as a result of issuance of a Purchase Order, including those relating to personal injury, property damage or death.

The supplier covenants and agrees to keep all college property free of liens and claims of lien and shall fully indemnify the college from and against all liability and expenses by way of legal costs and otherwise in respect of any claim which may be made for lien or charge at law or in equity or for any claim or liability, or to any attachment for debt, garnishee process or otherwise. The college shall have no obligation to pay any monies to the supplier under any contract entered into as a result of issuance of a Purchase Order during such period that any lien or claim of lien is filed against college property.

14. DIES, PLATES, ETC – All items manufactured to the college’s specifications and without intending to restrict the generality of the foregoing, including dies, tools, jigs, patterns, gauges, paid for by the college, are to be delivered upon request by the college.
15. PACKING – All goods, packaging and containers must bear markings and labels required by applicable Federal, Provincial and Municipal laws and regulations for the protection and safety of persons and property and the supplier warrants that prices include charges for packing, crating and transportation to F.O.B. point.
16. HAZARDOUS PRODUCTS – Full compliance for all labeling and information requirements of the Hazardous Products Act for controlled products is required. All shipments must be accompanied by a Material Safety Data Sheet (MSDS). Shipments of goods received, which do not comply with all of these requirements, will be returned to the suppliers at their expense.
17. MARKS – All packaging and containers must have the college Purchase Order number clearly and legibly marked on the outside. Packing Slips also must clearly show the college Purchase Order number. If shipment is being made direct from manufacturer to the college, instead of through the manufacturer’s dealer, name of dealer and college order number must be shown on the accompanying packing slip.
18. CUSTOMS – The college has a dedicated customs broker which is Livingston Custom Brokers, Vancouver BC, telephone 1- 800- 437- 4324. All international shipment labels MUST be labeled with Purchase Order number, an accurate description, value of goods and customs broker information.
19. PRICING – No claims for increases in prices will be allowed unless an escalation clause has been shown to be a specific part of this Purchase Order.
20. INVOICES – Mail duplicate invoices to Attention: Accounts Payable. The college Purchase Order number must appear on all invoices. Separate invoices and packing slips are to be rendered for each Purchase Order. All items on the invoice must be fully described. Sales taxes, customs duties and transportation charges when applicable, are to be indicated separately. The supplier must attach third party receipts to invoices.

21. PAYMENT – Cash discounts and payments are to be calculated from the date of receipt of invoices, by the Accounts Payable Department, after receiving confirmation of receipt of goods.

22. ASSIGNMENT – This Order shall not be assigned or sublet in whole or in part without the previous written consent of the college.

23. ELECTRICAL APPROVAL – All electrical equipment supplied must be C.S.A. or Province of British Columbia Electrical Energy Board approved and shall bear the appropriate approval sticker.

24. GOVERNING CONDITIONS – This Purchase Order and the contract resulting therefrom shall be governed by the laws of the Province of British Columbia. The supplier shall comply with all Local, Provincial or Federal laws relating to manufacture, supply and delivery of the items referred to herein.

25. CONFLICT OF INTEREST – The College Conflict of Interest Policy states in part “No conflict of interest should exist, or appear to exist, between the private interests of employees and their duties and obligations to the “College” and “A conflict can involve either a direct or indirect personal gain or advantage, or gain, advantage or benefit to an employee’s immediate family and friends.” And further “An employee of the College who has a direct or indirect financial interest in a proposed contract or transaction with the College.”

The supplier is required to fully disclose the name(s) of any Camosun College employee who may be in conflict of interest.

A full copy of the Conflict of Interest policy can be obtained by requesting a faxed copy by calling the Purchasing Office at 250-370-3044.