



**Toronto and Region Conservation Authority (“TRCA”)  
Purchase Order Terms and Conditions (Goods)**

The following constitute the terms and conditions relating to the attached purchase order (the “PO”) and acceptance of this PO shall bind the seller described in such PO (“Supplier”), unless TRCA and Supplier are parties to a written agreement covering the purchase of the Goods (as defined below) ordered hereunder (a “Master Agreement”), in which case the Master Agreement shall take precedence. Any terms proposed in Supplier’s acceptance of this PO which add to, vary from, or conflict with the terms herein are hereby rejected (but such proposed terms shall not operate as a rejection of this PO) unless such variances or conflicts are in the terms of description of the Goods, or the quantity, price or delivery schedule of the Goods, and specifically approved in writing by TRCA.

1. **Delivery of Goods and Services.** Supplier agrees to deliver the ordered products, goods, equipment, manufactured products, raw material, or other materials (“Goods”) and to perform any related services (“Services”) as set forth in the PO. Unless stated in the PO, Supplier shall be responsible for obtaining all necessary licences and permits required under applicable law to perform any Services.
2. **PO Number.** The TRCA PO number must appear on all boxes, packages, shipping documents, invoices and correspondence. Packing lists must be enclosed with each corresponding shipment.
3. **Supplier Warranties.** Supplier warrants that (a) the Goods (i) are fit for the purpose for which they are purchased, (ii) are free from defects, and (iii) are delivered new, in original packaging and adequately packaged and labelled, (b) any Services are performed in a good and workmanlike manner by competent and qualified personnel, and (c) the Goods and any Services (i) meet the required specifications, and (ii) will have been produced and will be delivered in compliance with, and Supplier agrees to be bound by, all applicable laws. These warranties will survive acceptance and use. Supplier agrees to replace or correct defects in any Goods/Services at no charge to TRCA. If Supplier does not correct or replace such defects following reasonable notice by TRCA, TRCA may make such corrections or replace such Goods or perform such Services at the expense of

Supplier. All other representations, warranties and conditions, including those implied by statute, are disclaimed.

4. **Third Party Warranties.** All warranties or guarantees received by Supplier from third parties in connection with the Goods or Services shall be transferred and assigned to TRCA or if not transferable shall be held by Supplier for and on behalf of TRCA.

5. **TRCA Premises.** Where any Services occur at TRCA premises, Supplier shall: (a) comply with rules and policies of TRCA while on the premises, (b) protect the property where the Services are being performed or Goods are being delivered from damage by the Services or the delivery of Goods, (c) repair all damage resulting from same, (d) keep in a safe, neat, and tidy condition the area where the Services are being performed, and (e) perform the Services and supply the Goods with minimum disturbance and interference to TRCA's operations. Supplier shall be responsible for any spill or release of toxic or hazardous substances or materials caused by persons for whom it is responsible, including the immediate clean-up, repair, reporting (as required by applicable law), and compensation for all injuries caused.

6. **Payment.** Amounts billed for Goods/Services shall be payable Net 30 days unless otherwise stipulated in the PO. No additional charges will be accepted by TRCA, including (without limitation) for packing, crating or transportation, unless specifically stated in the PO.

7. **Set Off.** TRCA may setoff amounts owing to Supplier under this PO against amounts owed by Supplier to TRCA under this or any other transaction.

8. **Termination.** TRCA may terminate this PO in its sole convenience, in whole or in part, at any time prior to shipment of the Goods, or, in respect of the Services, at any time. In the event of such termination: (a) Supplier shall immediately cease delivery of the Goods/Services, (b) TRCA will pay a reasonable termination charge for Goods produced specifically for TRCA (provided that TRCA shall have the right to take title to partially completed Goods, at its discretion, on notice to Supplier, and Supplier shall promptly deliver those partially completed Goods to TRCA), or Services actually delivered to TRCA, based on the percentage of work completed prior to the notice of termination. The foregoing is TRCA's sole liability on termination of this PO for TRCA's convenience.

9. **Acceptance and Cancellation.** TRCA reserves the right to cancel all or any part of the PO if such order is not delivered as specified in the PO and if Supplier fails to promptly remedy any deficiency to TRCA's satisfaction (acting reasonably) following TRCA's notice of

same, taking into account the delivery and other timelines specified in the PO and that time is of the essence. Any and all Goods that do not meet such specifications shall be returned to Supplier forthwith at Supplier's own cost and responsibility. In the event of such cancellation, TRCA shall have no liability to Supplier other than for the cost of Goods retained by TRCA (and cost of the Services directly related to those Goods, which have been completed to TRCA's satisfaction).

10. **Time.** Supplier acknowledges that time is of the essence with respect to delivering the Goods/Services. Any failure to meet the stipulated delivery date shall entitle TRCA to cancel the PO without liability of any kind.

11. **Title in Goods.** Title to the Goods shall not be transferred to TRCA until the Goods have been inspected and accepted by TRCA and Supplier shall bear the risk of loss or damage until such acceptance has been given. However, acceptance by TRCA of all or part of the Goods, or payment therefore, shall not constitute a waiver of the right of TRCA under this PO to cancel all or any part of the PO and return Goods to Supplier at Supplier's cost. Supplier agrees that all material, regardless of format, produced by or on behalf of Supplier and specifically for TRCA pursuant to the PO shall become the property of TRCA, and Supplier will do such things as are necessary to effect the transfer or assignment of all of its intellectual property and other rights in such material to TRCA.

12. **Supplier Workers.** Supplier shall be responsible for all costs of employment (including all federal, provincial and local income tax payments) and workers' compensation insurance for all of its personnel.

13. **Insurance.** For the duration of all activities under this PO, Supplier shall maintain the following insurance which shall name TRCA expressly as an additional insured with an insurance carrier acceptable to TRCA (i) commercial general liability insurance for a minimum of \$2,000,000 per occurrence and \$2,000,000 in the aggregate (ii) such other insurance in such amounts as is reasonable given the nature of Supplier's activities related to the PO and (iii) any other insurance requested by TRCA related to the delivery of the Goods or performance of the Services. Supplier shall provide to TRCA evidence of its insurance coverage promptly upon TRCA's request.

14. **WSIB.** If the services involve construction, Supplier must (a) be registered with the Workplace Safety and Insurance Board ("WSIB") as an "employer"; (b) maintain registration as an "employer" with the WSIB during the duration of the Services; (c) prior to commencing performance of the Services, provide TRCA with a copy of a valid current WSIB clearance certificate indicating its WSIB firm number and account number and that its account is in good standing; and (d) provide TRCA with a new clearance certificate no

later than seven (7) days before the expiration of the most recent clearance certificate provided to TRCA. Notwithstanding the foregoing, if Supplier is recognized by WSIB as an “independent operator”, it must provide TRCA with a letter from WSIB acknowledging independent operator status and confirming that WSIB coverage is not required, which must be provided prior to commencement of the Work/Services. Upon TRCA request, Supplier shall, at its own expense, obtain an account for optional insurance coverage from WSIB.

15. **Confidentiality.** Supplier agrees to maintain in confidence and not disclose to any third party any confidential information which it may have received from or on behalf of, or compiled for, TRCA, except as required by law, and subject to prior notice to TRCA. Supplier will promptly report any actual or reasonably suspected loss, theft or breach of TRCA confidential information to TRCA. Supplier will only use such confidential information for the purpose of performing its obligations under this PO.

16. **Indemnification.** Supplier shall indemnify and hold TRCA and its affiliates, and their respective directors, officers, employees and agents harmless for any claims, demands or actions of any sort (including reasonable professional fees) which may be made as a result of, arising from or relating to (i) any defect in the Goods or Services, including any defect in title to the Goods, (ii) any breach of or non-compliance with any of the terms of this PO, (iii) allegations that the Goods/Services purchased hereunder infringe or violate any third party’s proprietary intellectual property rights, or (iv) any negligence by Supplier or persons for whom it is responsible in connection with this PO.

17. **Assignment.** Supplier shall not assign any of its rights or obligations under the PO without the prior written consent of TRCA.

18. **Entire Agreement.** This PO and any documents referred to herein, constitute the entire agreement between the parties related to the subject matter described herein.

19. **Limitation of Liability.** Except in connection with breach of privacy or confidentiality, or intellectual property infringement: (a) in no event shall either party be liable to the other for anticipated profits or for indirect or consequential damages, and (b) each party’s liability to the other in connection with or resulting from this PO shall be limited to the value of this PO.

20. **Waiver.** TRCA’s failure to insist on performance of any terms and conditions herein in a specific instance or to exercise any right or privilege or waiver of a certain breach hereunder shall not constitute a waiver of any other terms, conditions, rights or privileges.

21. **Independent Contractor.** Supplier is an independent contractor and not an employee, partner or agent of TRCA. Supplier is not authorized to enter into any contract or assume any obligation on behalf of TRCA.

22. **Choice of Law.** This PO shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.