

BY ACCEPTING THE ATTACHED PURCHASE ORDER OR AGREEMENT TO PURCHASE GOODS, THE SUPPLIER AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

GENERAL

- In accepting this PO, the Supplier agrees that they are capable to and will supply the goods and any related services for the amount shown on the face of the PO or in the agreement to purchase goods. The Supplier shall advise East Hants upon receipt of the PO of any error or omission in the information. The cost may not, under any circumstances, exceed the amounts specified. Neither party may substantially amend this agreement without the written consent of the other party.
- No substitutes for goods/services ordered, nor alterations to Purchase Order Terms and Conditions will be accepted without agreement of issuer of the Purchase Order.
- Goods and services shall be delivered to East Hants' delivery location inclusive of all costs required to complete delivery, including, without limitation, for loading, unloading, freight, fuel surtax, insurance (if required), taxes applicable to the delivery, and Customs brokerage and clearance fees (if required). Unless otherwise specified, DDP (Delivered Duty Paid) Incoterms 2010 shall apply.
- The laws of Nova Scotia shall govern this PO. Any action arising out of this PO shall be brought only in the courts of Nova Scotia.

INVOICES

- Invoices must contain such information as East Hants may request pertaining to the goods requested, such as part number, description, quantity, and any other detail East Hants may specify.
- Payment will be made on a net thirty (30) days basis from receipt of an acceptable Invoice.
- The Supplier will comply with all applicable regulations and legislation and shall pay all Federal and Provincial Taxes as required by the appropriate enactments. The Supplier is required to indicate on each application for payment, as a separate amount, the Harmonized Sales Taxes that East Hants is legally obligated to pay
- Payments made by East Hants will not constitute acceptance of products that are not in accordance with the requirements of the Supplier's quotation or the terms of this document. The receipt of the goods by the carrier shall not be deemed to be receipt thereof by East Hants, and title to the goods shall not pass to East Hants until same be delivered at their destination to a servant or agent of the East Hants in accordance with terms and conditions.
- The Supplier must submit Invoices to vendors@easthants.ca, or by mail, courier, or hand-delivery to the attention of the Payables Administrator. If one has been provided, invoices must display the Purchase Order Number.
- All prices must be in Canadian Dollars.

PERFORMANCE

- Time of delivery shall be the essence and failure of the Supplier to deliver all or any part of the goods ordered at the time or times specified shall confer on East Hants the right to cancel the agreement, at its option, without penalty.
- All goods delivered are subject to inspection prior to acceptance up to 10 working days after delivery at East Hants' premises, and if unsatisfactory may be returned to the Supplier, at the Supplier's expense, notwithstanding intermediate payment by East Hants.

INDEMNIFICATION

- The Supplier shall defend, indemnify and save harmless the Municipality of the District of East Hants, its elected officials, officers, and employees from and against claims, actions, causes of action, losses, expenses, fines, costs (including reasonable legal defence costs), interest or damages, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent reasonably attributable to the negligent acts, errors, or omissions, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this agreement, and shall survive this agreement.

RESPONSIBILITY FOR DAMAGE

- The Supplier shall repair and restore to its original condition any material or surface damaged in the course of delivering the Goods.
- The Supplier shall be entirely responsible for any loss or damage to their materials, supplies, and equipment up to the point East Hants accepts the Goods.

CONFIDENTIALITY

- Information obtained during the course of work being done with East Hants is to be treated as confidential and is not to be disclosed to any third party without the written permission of East Hants except as necessary to perform the Services.

COMPLIANCE

- The Supplier shall comply with all Federal, Provincial and Municipal regulations and other authorities having jurisdiction.

WARRANTY

- Unless there is agreement in writing between the parties otherwise, the Supplier is responsible to pay the cost of returning goods and for shipping replacement or repaired goods which are being replaced/repaired under warranty.