

Purchase Order Terms and Conditions
Northwest Community College

1. **AGREEMENT** - This Purchase Order shall be null and void and of no effect whatsoever unless all the terms and conditions on the reverse hereof and printed hereunder are accepted and acknowledged in writing by the Seller within 10 days after receipt; provided however that if no such acknowledgment is received by NWCC, NWCC may, at its option, waive this requirement and in that case, without prejudice to the other rights of NWCC hereunder, shipment of the goods ordered by NWCC shall constitute acceptance by the Seller of all such terms and conditions. NWCC does not accept any conditions or reservations, customary or otherwise, subject to which the Seller may purport to sell, ship or deliver the goods, unless such conditions or reservations have been specifically accepted in writing, or verbally by NWCC and no modification of the terms and conditions of this Order shall have any effect unless made in writing, and signed by NWCC and the Seller.
2. **PAYMENT** - Payments will be made in Canadian Funds, unless otherwise stated in this Order. Cash discounts and Payment are to be calculated from the date of acceptance of the items by NWCC, or receipt of invoice by NWCC, whichever is later.
3. **INSPECTION** - Articles are subject to inspection by NWCC notwithstanding prior payment. All or any goods received by NWCC hereunder will be subject to inspection and rejection by NWCC and if rejected may be held at the Seller's risk and expense or returned at the Seller's expense. NWCC 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 therefore, which retention shall not preclude NWCC from rejecting the remainder of the shipment or any part thereof and retaining any part thereof which is in accordance with the specifications.
4. **WARRANTY AND GUARANTEE** - In supplement of and not by way of substitution for any term of the specifications or any warrant stipulated by the parties hereto or either of them or any warranty stipulated or implied by law and notwithstanding prior acceptance of the goods, Seller shall of his own expense replace any goods, or any part or 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.
5. **PATENTS, ETC.** - The Seller will indemnify NWCC against all actions, claims or proceedings for infringement of any patent rights or industrial design rights and for royalties or other payments which may be payable in connection with any such patent rights or industrial design rights in carrying out the contract.
6. **DIES, PLATES, ETC.** - All items manufactured to NWCC's specification and without intending to restrict the generality of the foregoing, including dies, tools, jugs, patterns, gauges, colour separations, printing plates, paid for by NWCC are to be delivered upon request by NWCC.
7. **ASSIGNMENT** - This Order shall not be assigned or sublet in whole or in part without the previous written approval of NWCC.
8. **ELECTRICAL APPROVAL** - All electrical equipment supplied must bear C.S.A. approval sticker.
9. **GOVERNING CONDITIONS** - This Purchase Order and the contract resulting there from shall be governed by the laws of the Province of British Columbia.
10. **SHIPPING INSTRUCTIONS FOR VENDORS OUTSIDE OF CANADA** - Supply a Canada Custom invoice or Sales Invoice with shipment attached to the Bill of Lading or on the outside of box. If product is 100% made in U.S.A., supply a copy of the Canada/USA Free Trade Certificate and attach with invoice on outside of box or with Bill of Lading. Customs Brokers, _____ for customs clearance. Mail original invoice in duplicate to Accounts Payable, Northwest Community College 5331 McConnell Avenue Terrace BC V8G 4C