

# DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

## Purchase Order General Terms and Conditions

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1. **Purchase Order Required:** DPCDSB shall not be responsible for goods and services provided to DPCDManagement Department.

3. **Payment:** DPCDSB shall pay all invoices for goods and/or services provided pursuant to an authorized purchase order within 45 days of DPCDSB's receipt of an invoice accompanied by all documentation required hereunder or in any other agreement with the DPCDSB. DPCDSB shall not purchase on a C.O.D. basis.

4. **Federal & Provincial Taxes:** Where applicable, taxes shall be shown separately on invoices submitted. All taxes, export duties, fees, banking, charges and other charges incurred on the Commodity shall be the responsibility of Vendor and for Vendor's account.

5. **Delivery Requirements, Invoicing, Signature for Delivery and Proof of Delivery:** Detailed delivery note bearing Purchase Order Number must accompany goods in every case. Detailed invoice covering the goods or services must be sent to the Accounting Department at the address shown on the Purchase Order unless otherwise directed in writing. The invoice must be signed by the Vendor and must be delivered to the Accounting Department within 10 business days of the date of delivery of the goods or services.

6. **Commodities Lost or Damaged in Transit:** Loss or damage of goods during transit is the responsibility of Vendor. Any goods received in a damaged condition must be replaced immediately by Vendor. DPCDSB shall not bear any portion of the cost of such replacement.

7. **Time is of the Essence of this Contract.** In the event that Vendor fails to make timely shipment of the Commodity, DPCDSB may, upon written notice to Vendor, immediately terminate this Contract and/or claim damages arising out of or in connection with such delay in shipment.

part of the Commodity, or for any other default in the event of force majeure ("Force Majeure") including war, civil unrest, or any other event beyond the direction or guidance of any government or instrumentality.

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event of any nature whatsoever beyond the control and affecting the activities of DPCDSB. On the occurrence of any event of Force Majeure, DPCDSB shall have the option either (i) to extend the time of taking delivery of the Commodity or performing its other obligations under this Contract during such period as the event of Force Majeure shall continue or (ii) to terminate unconditionally this Contract wholly or partially. In the event of DPCDSB exercising such option, Vendor shall accept such extension of time or termination as the case may be, without any claim against DPCDSB.

10. **Vendor's Representations and Warranties:** Vendor warrants: (a) the quality, safety,

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