



TERMS AND CONDITIONS FOR PURCHASES

SECTION 1

The supplier shall respect all applicable legislation relating to the protection of personal information of all parties and the owner will respect the same requirements.

SECTION 2

The supplies and/or services specified in this Purchase Order shall be subject to acceptance by The Corporation at destination following delivery. If this Purchase Order provides for a particular place or manner of delivery, such delivery shall not be complete unless or until made in accordance therewith.

SECTION 3

Without restricting any warranty stipulated or implied by law, the supplier shall at its own expense replace any articles, parts or materials which at any time within three months from delivery thereof become defective as the result of faulty or inefficient manufacture, materials or workmanship.

SECTION 4

Time shall be deemed to be of the essence of this Purchase Order.

SECTION 5

The supplier shall not assign or sublet the contract or any of the work without the prior written consent of The Corporation, provided that the supplier may sublet such portions of the work as are usually sublet in similar cases.

SECTION 6

1. To the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work, the contractor shall use Canadian labour and material in carrying out the work.
2. Subject to subsection 1) the contractor shall employ labour from the locality where the work is being executed if it is available.

SECTION 7

The supplier shall comply with all labour conditions and with all health conditions and requirements from time to time applicable to the work.

SECTION 8

No member of the House of Commons or Senate shall be admitted to any share or part of the Purchase Order or to any benefit to arise therefrom.

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SECTION 9

1. The Corporation may, by giving notice to the supplier, terminate the Purchase Order as regards to work not theretofore completed. Upon such notice being given the supplier shall cease the work and shall be entitled to be paid for all finished work, subject to acceptance, on the basis of the Purchase Order price and in respect of work not completed the supplier shall be entitled to be reimbursed the actual cost to the supplier of such uncompleted work and to receive in addition an amount representing a fair and reasonable profit in respect of work done thereon, not exceeding, however, the Purchase Order price.
2. Title to all materials, parts or work in process in respect of which reimbursement is made to the supplier as herein provided shall upon such reimbursement being made pass to and vest in The Corporation.
3. The supplier shall have no claim for damages, compensations, loss of profit allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by The Corporation under a pursuant to the provisions of this Section except to the extent in this section expressly provided.

SECTION 10

Prices include packing, cartage and loading charges, unless otherwise specified in the Purchase Order.

SECTION 11

Payment will be made only in Canadian funds and interest will not be paid on any sum overdue.
