



## Purchase / Work Order Terms and Conditions

1. These Terms and Conditions form part of every purchase order (“PO”) and work order (“WO”) issued by CHC. Subject to paragraph 2 below, these Terms and Conditions supersede and take precedence over any and all previous verbal or written arrangements in connection with the subject matter of the PO or WO and no other terms and conditions shall apply to the PO or WO, unless agreed to in writing by CHC. No variation or amendment of the PO or WO, including these terms and conditions, is authorized unless such variation or amendment has been approved by CHC in writing.
2. If reference to a request for proposal, request for tender or request for quotation is made on the face of the PO or WO, then in addition to these Terms and Conditions, the provisions set out in that request for proposal, request for tender or request for quotation, as the case may be, shall also apply. In the event of any conflict with these Terms and Conditions, the provisions of the request for proposal, request for tender or request for quotation, as the case may be, shall take precedence over these Terms and Conditions, in the event of a conflict.
3. The Supplier shall be deemed to accept these terms and conditions upon the Supplier commencing any performance of that which is contemplated by the PO or WO (the “Deliverables”).
4. The PO or WO shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
5. The Supplier shall at all times comply with all applicable legal requirements, including all federal, provincial, municipal and other laws, regulations and codes which are in any way applicable or related to the PO or WO.
6. The Supplier represents and warrants that in fulfilling the Supplier’s obligations under the PO or WO the Supplier will not infringe the rights of any third party.
7. Any activity on CHC premises (interior or exterior) required in connection with the Deliverables shall be between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday only, excepting statutory holidays.
8. Time shall be of the essence in respect of the Supplier’s fulfillment of the Deliverables. In the event of Supplier’s failure to fulfill the Deliverables as and when specified, CHC shall have the option to cancel the PO or WO, or any part thereof immediately upon notice to the Supplier, without prejudice to any other rights and remedies CHC may have.
9. CHC shall be entitled to make changes at any time and from time to time to the Deliverable requirements of any PO or WO, including changes to any specifications. In the event of any additional cost or savings resulting from such changes, the Supplier shall notify CHC thereof in writing and obtain written approval from CHC before proceeding with the changes.

10. The Supplier represents and warrants that all Deliverables shall, as applicable: be new; be fit for their purpose; be of merchantable quality; be free from defects in materials and workmanship; be used, applied and installed in accordance with manufacturers recommendations; and conform in all respects to all specifications and requirements stated on the PO or WO. Where services are included in the Deliverables, all such services shall be fulfilled to the standard of a prudent owner.
11. Title to any goods forming part of the Deliverables transfers to CHC, upon acceptance by CHC. Until that point goods are at the risk of the Supplier.
12. All work related product and all intellectual property including all legal, equitable and moral rights developed or produced by the Supplier or in any way arising in connection with the Deliverables, shall immediately upon coming into existence be owned by and vest in CHC. The Supplier waives and shall ensure that the Supplier's employees, subcontractors, and subcontractors' employees waive, in favour of CHC, all moral rights in respect of the Deliverables. CHC hereby grants a non-exclusive license to the Supplier to use the intellectual property in future work undertaken by the Supplier.
13. Deliverables shall be subject to inspection and test by CHC at any time and place. If Deliverables are found not to be in accordance with the requirements of the PO or WO, without prejudice to any other rights or remedies that CHC may have, CHC shall be entitled to reject and/or return the Deliverables at Supplier's risk and expense and the Supplier shall reimburse CHC for any costs in that regard incurred by CHC.
14. The Supplier shall not permit, nor cause anything to be done which would allow any lien, lis pendens, judgment or certificate of any court or any mortgage, charge or encumbrance of any nature whatsoever to be imposed upon or to remain upon any one or more of properties of CHC. In the event of notice or registration of any of the foregoing encumbrances the Supplier shall at its own expense immediately cause the same to be discharged failing which and without prejudice to any other rights or remedies that CHC may have, CHC shall have the right to set off an amount to completely satisfy such encumbrance (including any legal fees and charges) against any amounts due to the Supplier.
15. All Supplier personnel involved in the fulfillment of the Deliverables shall be under the control and direction of the Supplier and shall not be employees or agents of CHC.
16. Any Supplier personnel attending at any CHC premises shall: have identification visibly displayed on their person that has been issued by the Supplier, verifying: name of Supplier; name and photograph of such personnel; job function, and the date of issuance of the identification document; comply with the reasonable policies and directions from time to time of CHC.
17. The Supplier shall not enter into any subcontracting arrangements in the fulfillment of the Deliverables, other than as pre-approved in writing by CHC and when so pre-approved, the Supplier shall require such subcontractors not to do or omit to do anything that would be a breach of the PO or WO and the Supplier shall remain fully responsible for all subcontracting arrangements.
18. The price payable indicated on the face of the PO or WO is the final, unconditional price and except as otherwise explicitly provided in writing, includes the cost of all crating, packing, shipping, permits, licenses, certifications, inspections, labour, equipment, tools, transportation,

travel materials and supplies and any other incidentals required to fulfill the Deliverable requirements and the Supplier shall not be entitled to charge CHC any additional amounts.

19. Unless otherwise stated, prices and all funds payable are in Canadian dollars.
20. The Supplier shall send any invoices related to the PO or WO in electronic format only to [apinvoice@wechc.com](mailto:apinvoice@wechc.com). Invoices must include: related PO or WO number; name of CHC; name of the Supplier; date of the invoice; amount payable with applicable taxes shown separately; address to which payment is to be remitted; a description of Deliverables and:
  - (a) For Deliverables that are services, including construction, the invoice shall provide details of activities including who, what, when, where and for how long.
  - (b) For Deliverables that are goods or materials, the invoice shall provide details of quantities and a breakdown of unit and total prices.
  - (c) If shipments originate outside of Canada, the Supplier must furnish properly certified Canada Customs invoices in quadruplicate, made up in accordance with the Canada Customs requirements.
21. Payments under any PO or WO shall be subject to the following holdbacks:
  - (a) Any statutory holdback entitlements or requirements.
  - (b) Hold back amounts equal to a reasonable estimate of the cost to CHC of rectifying any part of the Deliverables that does not conform to the PO or WO requirements, until such time as the deficiencies have been addressed to CHC's reasonable satisfaction.
22. Terms of payment shall be net 45 days from the date of receipt of the invoice or net 45 days from receipt of or fulfillment of the Deliverable requirements in accordance with the PO or WO, whichever is later.
23. In the event that the Supplier disputes the amount of payment made by CHC in respect of any invoice submitted, the Supplier shall provide written notice to CHC of such dispute within 60 days after payment becomes due and/or refusal to pay by CHC. In the event the Supplier fails to provide such written notice the Supplier shall not be entitled to pursue its claim and CHC shall be deemed to have satisfied any and all obligations that it may have in respect of the invoice to which the dispute relates.
24. CHC shall be entitled to set off any amounts owing from CHC to the Supplier against any amounts from time to time owing from the Supplier to CHC.
25. No payment by CHC for invoices rendered by the Supplier shall constitute acceptance of the Deliverables in whole or in part which is not in accordance with the terms and conditions of the PO or WO, nor shall any such payment be construed as acceptance by CHC of any deficiency.
26. CHC may, at its sole option and for any reason or no reason whatsoever, terminate the PO or WO in whole or in part, without liability, damage, cost or further obligation, upon 7 days' written notice to the Supplier. In such event, CHC will pay the Supplier for the Deliverables satisfactorily provided and accepted by CHC to the effective date of termination.
27. The Supplier shall carry and maintain adequate insurance, which at a minimum shall include public liability and property damage insurance in an amount not less than \$2,000,000 and shall forthwith provide CHC proof of insurance upon request by CHC.

28. The Supplier shall carry and maintain at all times while the whole or any part of the Deliverables are outstanding, all required Workplace Safety and Insurance Board coverage and shall forthwith provide CHC proof of such coverage upon request by CHC or alternatively evidence that the Supplier is not required to be and is not a registrant under the *Workplace Safety and Insurance Act*.
29. In the event that a person is injured and/or events occur through or connected with the Supplier's fulfillment of the Deliverables, the Supplier shall forthwith deliver written notice of the same to CHC.
30. In the event of strikes, accidents, unforeseen contingencies or events outside of CHC's control which make fulfillment of the Deliverables impossible, impractical or reasonably undesirable to CHC, CHC shall have the option on written notice to the Supplier, to immediately suspend fulfillment of the Deliverables.
31. In the event of a dispute arising in connection with the PO or WO, CHC may, in its sole and absolute discretion, refer the dispute to a confidential, binding arbitration pursuant to the *Arbitration Act, 1991*. In the event that CHC refers a dispute to arbitration, the Supplier shall be bound to arbitrate such dispute with CHC and further any decision shall be final and binding and no appeal shall lie therefrom.
32. The Supplier shall indemnify and hold harmless CHC, its directors, officers, employees, agents, tenants and the heirs and assigns of the aforementioned persons or bodies, from and against all liabilities, losses, costs, sums, damages, expenses, obligations, demands, suits, claims, actions and other proceedings (including legal, accounting and other professional fees and charges), whether direct, indirect or consequential suffered or incurred by any one or more of them by reason of: any inaccuracy in any information given by the Supplier to CHC; any negligent acts or omissions of the Supplier or those for whom the Supplier is responsible, including employees, other agents and subcontractors; and/or default, breach or violation of the terms of the PO or WO by the Supplier or those for whom the Supplier is responsible, including employees, other agents and subcontractors. For greater clarity, the foregoing indemnity obligations are not limited to third party losses and specifically include the first party losses of CHC.
33. The Supplier acknowledges that the collection, use and disclosure of information contemplated by a PO or WO is subject to applicable privacy and access to information legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*.