

Queen's University at Kingston | Standard Terms and Conditions

1. Goods and services

The goods and services described in this Purchase Order (the "PO") are provided by the Supplier (the "Supplier") subject to the following terms and conditions. Supplier agrees to be bound by and to comply with all such conditions. Other terms and conditions are not binding upon Queen's University at Kingston ("Queen's University"), unless accepted in writing.

2. Purchase price

All payments are made in Canadian funds or as otherwise specified. All prices shown in this PO are firm and are not subject to adjustment.

3. Method of shipment or packing

Goods are packaged in a manner which assures that they are protected against deterioration and contamination. All goods are delivered to the F.O.B. point specified in the PO. Title and risks remain with Supplier until delivery.

4. Inspection and rejection

The goods and services furnished are exactly as specified in the PO. They are free from all defects in design, workmanship and materials. The goods and services are subject to inspection and test by Queen's University at any time and place. If the goods and services furnished are found to be defective, Queen's University may reject them or require Supplier to correct or replace them without charge or require a reduction in price which is equitable under the circumstances. If Supplier is unable or refuses to correct or replace such items within a time deemed reasonable by Queen's University, Queen's University may terminate this PO in whole or in part. Supplier bears all risks as to rejected goods and services. Supplier reimburses Queen's University for all transportation costs, other related costs incurred, and overpayments in respect of the neglected goods and services.

5. Electrical Equipment

All electrical equipment purchased pursuant to this PO shall be authorized or approved in accordance with the Ontario Electrical Safety Code, current as at the date of purchase, by a Certification Organization, accredited with the Standards Council of Canada Act (Canada), and shall bear the Certification Organization's mark which identifies equipment certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the equipment at Queen's University facilities.

6. Changes

No change by Supplier is allowed without written approval of Queen's University.

7. Maintenance and Operation

The Supplier supplies to Queen's University all schematics, drawings and instructions for installation, operation, maintenance and repair of the goods.

8. Warranty

Supplier warrants to Queen's University that goods supplied under this PO are free from defects in material, workmanship and design, suitable for the purposes intended implied, in compliance with all applicable specifications and free from liens or encumbrance on title. All services are performed in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields.

9. Indemnification

Supplier shall defend, indemnify and hold Queen's University harmless from all claims, actions, demands, loss and cases of action arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of Supplier.

10. Insurance

Supplier and any sub-contractor used by the Supplier in connection with this PO must carry appropriate insurance coverage and Workplace Safety and Insurance Board (WSIB).

Minimum insurance coverage requirements:

- Commercial General Liability (CGL) of \$2M per Occurrence minimum. *Queen's University at Kingston, Richardson Hall, 74 University Avenue, Kingston, Ontario K7L 3N6* must be added as an additional insured.
- Professional Liability of \$1M minimum for any professional service engagements.
- Cybersecurity Insurance of \$2M minimum for any software purchase.

The Supplier is not covered under the university's insurance policies.

Certificate of Insurance should have Queen's University at Kingston listed as the certificate holder and as an Additional Insured for certificates denoting CGL. Queen's University will not accept certificates made out as "To Whom it May Concern".

11. Assignment

This PO is assignable by Queen's University. This PO may not be assigned by Supplier without written approval of Queen's University. In case such consent is given, Supplier remains liable as if no such transfer has been made.

12. Default

A party is in default of its obligations under this PO if any of the following events occur, namely:

Such party is adjudged bankrupt or insolvent by a court of competent jurisdiction, or otherwise becomes insolvent, as evidenced by its inability to pay its debts generally as and when they become due; or

Such party is in default of its obligations hereunder and fails to cure such default within thirty days of written notice from the other party, or if such default cannot be cured within thirty days, within such longer period as may be reasonable, provided the defaulting party commences promptly and

diligently proceeds with curing the default. Upon the occurrence of any of the above events, the party not in default may, by written notice to the defaulting party, terminate this PO without prejudice to any other right or remedy available to it at law and without liability for such termination. Neither the Supplier nor Queen's University shall be liable to the other for indirect damages, for loss of profit or for damages arising from loss of use or production.

13. Termination

This PO may be terminated or suspended by Queen's University in whole or in part. Queen's University will give Supplier written notice specifying the extent to which performance and/or the deliveries of goods and services under this PO is terminated and/or suspended and the date upon which such action shall become effective. In the event of such action, Queen's University shall pay Supplier for the goods and services satisfactorily provided to the effective date of termination or suspension.

14. Governing Law

This PO shall be governed by the laws of the Province of Ontario.

15. Health and Safety

The Supplier warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws and regulations in relation to the performance of the Supplier's obligations under the Contract. The Supplier shall provide Queen's with evidence of the Supplier's compliance with this section upon request by Queen's University.

Additionally, the Supplier shall comply with the Queen's University policies and procedures with respect to health and safety. Up-to-date information regarding policies and procedures related to respiratory illness can be found here: <https://www.queensu.ca/risk/respiratory-illness-information>.

16. Confidential Information

To the extent the Supplier, or a Supplier subcontractor, gains knowledge, possession or control of information of Queen's University that is of a confidential nature, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, the Supplier shall keep that information confidential and secure and return it to Queen's University at the expiry or termination of the PO with no copy kept by the Supplier or subcontractor.

17. Supplier Code of Conduct

The Supplier shall comply with, and shall ensure that any subcontractors comply with, the Queen's University Supplier Code of Conduct: <https://www.queensu.ca/procurement/suppliers/supplier-code-conduct>. Queen's University may amend the Supplier Code of Conduct from time to time by providing seven days advance notice to the Supplier. The Supplier agrees within seven days of receiving such notice to comply with the changes to the Supplier Code of Conduct. The Supplier shall provide Queen's University with evidence of the Supplier's compliance with this section upon

request by Queen's University. If the Supplier is unable or refuses to comply within a time deemed reasonable by Queen's University, Queen's University may terminate this PO in whole or in part.

18. Queen's University acQuire eProcurement Supplier Portal

The Supplier is required to register themselves in a secure and encrypted Queen's University acQuire Supplier Portal (powered by Jaggaer – an international source-to-pay system). Questions regarding the portal, can be directed to the Queen's University Supplier Support Team at aq.supplier@queensu.ca.

19. Invoicing

Invoices are to be submitted electronically via the acQuire Supplier Portal. No other submission options will be accepted for invoices, including paper invoices.

20. Duty and Tariffs

Additional costs including but not limited to; tariffs, import/export duties or other government-imposed levies shall be included in the contract price unless otherwise agreed upon in writing.