

PURCHASE ORDER – TERMS AND CONDITIONS

1. The Vendor shall display the complete Purchase Order number prominently on all packages, invoices, correspondence, customs documentation, bills of lading and packaging slips and ensure packing slips accompany all shipments.
2. Payment will be made in Canadian funds Net 30 days from invoice receipt or satisfactory delivery of goods or services whichever is later, unless otherwise noted on the Purchase Order.
3. The price on the Purchase Order is the total cost and includes all fees and charges of any kind including patent, permit, inspection, royalty and license fees, charges for crating, boxing, cartage and re-stocking and government tax levies, unless otherwise stated on the Purchase Order.
4. HST is not specified on the Purchase Order.
5. All electrical or electronic components and equipment supplied must have the Ontario Electrical Safety Code approval and be certified for the intended use in Canada by a Certified Organization accredited with the Standards Council of Canada Act.
6. Material Safety Data sheets (MSDS) and appropriate labels must accompany all hazardous products as defined under the Federal Hazardous Products legislation and provincial WHMIS legislation.
7. The use and reproduction of the Marshall Aerospace Canada Incorporated, logos and trademarks are governed by Marshall Aerospace and Defence Group who shall approve all products using the names, logos or trademarks of Marshall Aerospace Canada Incorporated prior to commencement of any work. All ideas, art and software paid for by the company shall become the sole and exclusive property of Marshall Aerospace Canada Incorporated and are to be delivered or returned upon request.
8. Vendors outside of Canada shall provide Canada Customs invoices with fully completed, acceptable shipment documentation for Marshall Aerospace Canada Incorporated's customs broker.

CONDITIONS:

1. All goods and services shall be delivered in accordance with the delivery dates specified, the quantities specified and the requirements of this Purchase Order and attached specifications (if any).
2. The goods are subject to inspection and approval, following delivery for a period of not less than sixty (60) days notwithstanding prior payment. In the event any goods are rejected by Marshall Aerospace Canada Incorporated. In its sole discretion, such goods shall be returned at the Vendor's expense and the Vendor shall credit Carleton accordingly within fifteen (15) days of return of the goods.
3. Notwithstanding delivery of ordered goods, title to such goods shall remain with the Vendor until Marshall Aerospace Canada Incorporated has inspected and approved of the goods or sixty (60) days has passed after delivery without Marshall rejecting the ordered goods.
4. The Vendor covenants that any goods, materials and equipment supplied pursuant to this Purchase Order are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all Manufacturer and Marshall designated specifications and are fit for purpose, unless Marshall Aerospace Canada Incorporated has made a particular purpose known to the Vendor, in which event the goods shall be fit for that particular purpose as well.
5. The Vendor covenants that all goods, materials and equipment supplied pursuant to this Purchase Order are warranted as described in Condition 4 for a period of not less than one (1) full year from date of delivery, notwithstanding any inspections, testing, approval, acceptance or payment for the goods, materials or equipment, unless otherwise stated on the Purchase Order itself.
6. In the event of any breach of warranty at law or pursuant to this Purchase Order by the Vendor, at any time during the one-year warranty period, the vendor shall, at Marshall's option, repair the goods, materials or equipment or replace same with an equivalent or better product at no additional cost to Marshall Aerospace Canada Incorporated within fifteen (15) days of notification to do so.
7. For the services, the Vendor shall:
 - a. Perform all work in a good and workmanlike manner to the full satisfaction of Marshall Aerospace Canada incorporated;
 - b. Obtain and maintain full adequate insurance covering performance of the work, which is to be available to Carleton University upon request;
 - c. Obtain and maintain Worker's Safety Insurance Board coverage and provide both WSIB number and proof of satisfactory standing to Marshall Aerospace Canada Incorporated upon request; and
 - d. Comply with all applicable policies, procedures and guidelines laid out by Marshall Aerospace Canada Incorporated.
8. The Vendor may not assign or subcontract this Purchase Order or any subsequent contract arising therefrom without the prior written permission of Marshall Aerospace Canada Incorporated.
9. The Vendor shall provide the goods and services in strict compliance with all laws, regulations, codes and standards of Canada, at the sole cost of the Vendor.
10. The Vendor shall indemnify and save harmless Marshall Aerospace Canada Incorporated, its officers, Board of Directors, employees and contractors from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines cost and expenses including legal fees or other proceedings of any kind or nature directly or indirectly arising out of any breach or inaccuracy of any representation, warranty or covenant, performance of the service or supply of the goods, including but not limited to personal injuries to anyone, breach or alleged breach or intellectual property laws, environmental non-compliance, product liability and property damage.
11. These Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive bid document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions of the competitive bid document contract or agreement, will govern.
12. This Agreement is to be construed and governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for same do not apply.