

Standard Terms and Conditions

The County of Essex (the "County")

This Order, including these general terms and conditions, forms the entire contract between the County and the Vendor and no variation thereof, irrespective of the wording or terms of the Vendor's acceptance, will be effective unless specifically agreed to by the County. No local, general or trade customs shall be deemed to vary the terms thereof.

Purchase:

The County hereby retains, and the Vendor agrees to provide the goods. The County engages the Vendor to provide the goods on the express and essential condition that the goods shall be provided by the Vendor and by no other person.

1. Term and Termination:

- (a) This Agreement is effective as of the date set out on the Purchase Order and, unless terminated pursuant hereto, shall continue until the date set out on the Purchase Order.
- (b) Either party may terminate this Agreement (i) at any time for convenience upon ninety (90) days' written notice to the other party, or (ii) immediately upon written notice of the other party becomes insolvent, or is made the subject of a bankruptcy, conservatorship, receivership or similar proceeding.
- (c) The County may terminate this Agreement, without prejudice to the County's rights hereunder: (i) in accordance with this section 2(b) above; or (ii) if the Vendor breaches any provision of, or any of its obligations under, this Agreement.

2. Fees and Invoicing:

- (a) Vendor shall invoice the County for the goods on a monthly basis during the term payable within thirty (30) days. Invoices shall be submitted via email to AccountsPayable@countyofessex.ca and shall contain: (i) a description of the goods provided; (ii) details of the fees and applicable taxes due; (iii) all taxes shown separately; and (v) its HST / GST number.
- (b) Disputed Invoices – If the County disputes an invoice delivered by the Vendor, it shall notify the Vendor promptly in writing of the reasons for the dispute within fourteen (14) days of receipt of the disputed invoice. The County shall pay only the undisputed portion of the Fees in accordance with the payment

terms herein. The parties agree to try to negotiate any disputed invoice prior to commencing an action in Court.

- (c) Expenses – Vendor agrees that in no event shall any expenses be payable by the County, nor shall the County be in any way liable for same, unless such expense is pre-approved in writing by the County and supporting documentation is provided to the County along with the invoice for same.

3. Delivery Terms

Vendor shall be responsible to deliver the goods DDP Delivered Duty Paid.

4. Representations, Warranties & Covenants

- a) The goods will be provided in a timely, professional and competent manner, with all due skill and care, and in accordance with applicable, accepted industry standards;
- b) The goods and services will conform to the requirements as set out on the Purchase Order;
- c) It has the authority and capacity to enter into this Agreement and it is not subject to any restrictive covenant or other legal obligation which prohibits the Vendor from providing the goods;
- d) None of the goods infringe the intellectual property rights of any other person and the County shall have the right to use the goods or services without any restriction or obligation to any other person;
- e) All goods, services, equipment, software, or other materials supplied by the Vendor in the course of this Agreement shall be in good working order and free from material defects;
- f) Neither the Vendor, its representative or any employee or agent of the Vendor has any relationship with any third party with whom the County has contracted which would cause the Vendor to have a conflict of interest in relation to this Agreement. Should any such conflict of interest arise during the Term of this Agreement, the Vendor covenants and agrees to immediately notify the County;
- g) All reports, if applicable, and documentation submitted to the County shall be true, accurate, complete and legible; and
- h) The vendor is, where applicable, duly registered as an HST/GST registrant under the Part IX *Excise Tax Act* (Canada).

5. Insurance

The Vendor shall be responsible for maintaining its own business insurance and shall provide the County with proof of such insurance upon request. If the Vendor is performing work on the County premises or lands the Vendor

shall name the County as an additional insured on its liability policy and shall provide the County with a WSIB Clearance Certificate upon request.

6. Confidentiality

The Vendor acknowledges and agrees that the County is the custodian and owner of confidential, customer and proprietary information as well as personal information, all of which the County is required to protect. The parties agree to maintain any such information confidential as amongst themselves. The Vendor agrees that any breach of the terms of this confidentiality would cause irreparable harm, and the County shall be entitled to seek specific performance or injunctive relief to enforce the terms of this confidentiality clause in addition to any remedies it may otherwise be entitled to at law or in equity.

7. Audit

- a) The Vendor shall keep proper accounts and records of the cost relating to the goods, including all invoices, receipts and vouchers.
- b) Unless the County has consented in writing to its disposal, the Vendor must retain all the information described in this section for six (6) years after either:

When the Vendor receives the final payment under this Agreement; or
Until the settlement of all outstanding claims and disputes, whichever is later.

During this time, the Vendor must make this information available for audit, inspection and examination by the representatives of the County, who may make copies and take extracts.

8. Reference

The Vendor shall not make reference to the County in any promotional material without the prior written authorization of the County.

9. Severability

The invalidity, illegality, or unenforceability of any one or more provisions of this Agreement will not impair any other provision in this Agreement.

10. Jurisdiction

This Agreement and the rights and obligations of the parties in this Agreement will be governed in all respects by the law of the Province of Ontario, Canada.

11. Language

The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.