

1. **ENTIRE AGREEMENT; CONFLICTS IN DOCUMENTS; AMENDMENTS.** These terms and conditions along with the Purchase Order (collectively, the “PO”) represents the entire understanding and agreement between you (the “Vendor”) and the Township of Oro-Medonte (referred to as “Township”) relating to the supply of the goods, equipment, materials, or services (such goods, equipment or materials hereinafter collectively referred to as the “Goods”, or of the “Services”) described herein, and supersedes all prior agreements, whether written or oral, that may exist between the parties regarding same. No modification of, additions to or waivers of the provisions, terms and conditions of this Purchase Order shall be effective until expressly accepted in writing by the Township, and no such modification, waiver or addition shall be affected by the acknowledgement or acceptance by the Township of Vendor invoices or acknowledgements containing other or different terms and conditions, whether or not signed by an authorized representative of the Township. Any such pre-printed Vendor terms shall be null, void and without effect. Notwithstanding the foregoing or any other terms provided, this Purchase Order is subject to the terms and conditions of any applicable duly authorized and executed written agreement for the Goods and/or Services between Vendor and the Township (the “Duly Authorized Agreement”), including any effective master agreement or subcontract duly authorized and executed by Vendor and the Township as applicable. In the event of any conflict between the terms of this Purchase Order and the terms of the Duly Authorized Agreement, the terms of the Duly Authorized Agreement shall govern and control.
2. **INVOICING AND PAYMENT.** Vendor invoices must have the following information for payment to be made: (a) a Valid Purchase Order number authorized by a Township representative, (b) unit number, (c) itemized costs (d) invoice number; (e) invoice date; (f) detailed description of the Services or Goods provided by date; (g) itemized invoice amount, and (h) if applicable, any other information required to be included in the invoice pursuant to this Purchase Order or by request of the Township. Failure to provide any of the payment information required by this Purchase Order will result in delay in payment until such information is provided. All invoices shall be sent to [accountspayable@oro-medonte.ca](mailto:accountspayable@oro-medonte.ca). Payment for provision of Goods, Services and/or Construction, satisfactorily performed and/or accepted in the opinion of the Owner is Net Thirty (30) days. Unless otherwise specified in the Contract, all prices are in Canadian dollars and are the maximum prices to be charged for the Goods and Services. Where no Contract term is specified, then prices must not increase for at least the 12-month period following the effective date of the Contract. Thereafter, such prices must not increase more than the percentage increase in Canadian Consumer Price Index in any 12-month period. Invoices must also include Contractor's GST or HST and applicable PST registration numbers. Unless otherwise agreed, Contractor must complete the Township forms and other measures, as required to enable payment by electronic funds transfer.
3. **FREIGHT AND TAXES.** Unless otherwise agreed in writing, all prices shall FOB Destination, Freight prepaid and inclusive of all taxes, fees, and surcharges.
4. **TERMINATION.** This Purchase Order may be terminated by the Township, at its option, in whole or in part, at any time upon five (5) days' prior written notice to Vendor. Upon termination of this Purchase Order, Vendor shall, unless otherwise directed by the Township, immediately

cease delivery of the Goods and/or Services under this Purchase Order. Upon termination of this Purchase Order, the Township shall have no further liability or obligation under this Purchase Order, except that the Township shall settle all amounts owing to Vendor for Goods and/or Services delivered prior to the effective termination date. In addition, and notwithstanding anything contained herein to the contrary, either party may terminate this Purchase Order immediately upon written notice to the other in the event that the other party has breached any of the terms or conditions contained in this Purchase Order and such breach has not been cured within two (2) days after receipt of written notice from the non-breaching party specifying such breach, or if such breach cannot be cured in two (2) days, remedial action has not been initiated within such two (2) day period and diligently pursued to completion thereafter.

5. **ESTIMATED QUANTITIES.** The quantities in the Purchase Order are estimates for planning purposes only and do not represent any legal obligation on the Township to purchase such minimum quantities hereunder.
6. **DELIVERY.** The Vendor acknowledges that time is of the essence in this Purchase Order and shall notify the Township promptly of any actual or anticipated delays in supplying the Goods and/or Services. An extension for delivery and/or performance will only be allowed if approved in writing by the Township.
7. **ACCEPTANCE.** All Goods supplied pursuant to this Purchase Order are subject to inspection and acceptance by the Township on delivery/pick-up, where practical, although payment may have been made prior to such time. If acceptable to the Township, the Township shall promptly accept the Goods; provided, however, and notwithstanding inspection and acceptance by the Township hereunder, Vendor shall not be relieved and the Township shall not be deemed to have waived any of Vendor's obligations set forth herein to meet the specifications for Goods which have been agreed to. If not acceptable to the Township, in its sole discretion, the Township shall advise Vendor in what respect the Goods are not acceptable. When Vendor has corrected all deficiencies or nonconformities, the foregoing inspection procedure shall be repeated until the Township accepts the Goods. Payment by the Township shall not constitute an acceptance of Goods and/or Services or a waiver of any of the Township's rights hereunder or at law or in equity.
8. **INSURANCE.** Unless otherwise agreed to in writing by the Township and the Vendor, the Vendor has procured and will maintain, at the Vendor's expense, and will cause any consultant, subcontractor or agent it engages to perform this Purchase Order, the following insurance while providing the Goods and/or Services:
  - a) Comprehensive general liability - \$5,000,000.00 (minimum limit)
  - b) Automobile liability - \$2,000,000.00 (minimum limit)
  - c) Professional liability - \$2,000,000.00 (minimum limit)
  - d) Employers liability - \$2,000,000.00 (minimum limit)
  - e) Workers' compensation – as required by applicable laws and regulations.

The insurance policies required by this section shall be written on an occurrence basis (other than with respect to any professional liability policy, which shall be written on a claims made basis) and shall name the Township as an additional insured (if applicable, and unless otherwise agreed to in writing) to the comprehensive general liability policy, shall apply on a primary and non-contributory basis, shall contain a waiver of subrogation wherein the

insurer(s) waives all rights of recovery against the Township, and shall provide that said insurance shall not be cancelled or have limits reduced below the above requirements until at least 30 days after written notice is received by the Township of such changes. The Vendor agrees to furnish insurance certificates showing the Vendor's and any subcontractor's compliance with the above requirements to the Township along with monthly requests for payment, within 30 days after the Township makes a request therefore, before the Vendor commences any services, and upon policy renewal or replacement thereafter. The Vendor further agrees that any insurance policy written on a claims made basis shall be kept in force for a minimum of six-years post completion of any Goods or Services provided pursuant to this Purchase Order.

9. **INDEMNITY.** The Vendor agrees to indemnify, defend and hold harmless the Township, its officers, affiliates, associates, Council members, partners and each of their directors, officers, employees, agents, successors and assigns (each, an "Indemnified Party") harmless from and against any claims, damages, liabilities, causes of action, charges, judgments, orders and expenses of any kind (including, but not limited to, fines (regulatory or otherwise) and all legal costs on a substantial indemnity basis) suffered or incurred by any Indemnified Party arising out of, in connection with, or resulting from: (a) the sale or delivery of Goods and/or Services under this Purchase Order by Vendor or any other person for whom Vendor is at law responsible (collectively, the "Vendor Representatives" and each a "Vendor Representative"), (b) any defect in the Goods and/or Services; (c) any breach of the terms or conditions of this Purchase Order by any Vendor Representative; (d) any act or omission of any Vendor Representative; (e) any breach of any of Vendor's representations or warranties provided under this Purchase Order; and (f) any actual or alleged violation or breach of any Applicable Laws by any Vendor Representative.
10. **CONFIDENTIALITY.** The Vendor shall treat all information related to this Purchase Order, including pricing, specifications, and any other non-public information ("Confidential Information"), as strictly confidential. The Vendor shall not disclose or use Confidential Information except as required to perform its obligations under this Purchase Order. Disclosure is permitted only to Vendor's employees or subcontractors who need the information for performance and are bound by confidentiality obligations. The Vendor shall implement reasonable safeguards to prevent unauthorized disclosure.
11. **TOWNSHIP DATA AND AI USE.** The Vendor shall not use any Township data—including prompts, documents, or outputs—to train, fine-tune, or improve any artificial intelligence (AI) models or systems without the Township's prior written consent. All AI-assisted processes used in performing this Purchase Order must comply with applicable privacy laws and with the Township's Artificial Intelligence Policy (POL-IT-02), as adopted by Council. The Vendor must ensure that all Township data remains secure, confidential, and segregated from external systems. The Vendor shall disclose any intended use of AI in connection with this Purchase Order and obtain written approval before implementation.
12. **DISPUTE RESOLUTION.** Any dispute, controversy, or claim arising out of, relating to, or in connection with this Purchase Order, including its termination, shall be finally settled by arbitration. The costs of arbitration shall be shared equally unless otherwise determined by the arbitrator. The arbitrator's award shall be in writing, final, and binding on the parties, who agree to carry it out without delay. Judgment on the award may be entered in any court having jurisdiction.
13. **ASSIGNMENT.** The Vendor may not assign this Purchase Order in whole or in part (including, but not limited to, any transfer by merger, sale of assets, or operation by law) or delegate any of its obligations hereunder to any third party without the written approval of the Township.

14. **NO WAIVER.** Failure by a party hereto to insist on the other party's strict performance of the terms and conditions of the Purchase Order at any time shall not be construed as a waiver by the non-insisting party for performance in the future.
15. **NON-EXCLUSIVITY.** Nothing in this Purchase Order shall be construed as creating an exclusive relationship between the Township and the Vendor regarding the Services and/or Goods to which the Purchase Order relates.
16. **GOVERNING LAW.** This Purchase Order shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
17. **SEVERABILITY.** If any part of this Purchase Order is for any reason found to be invalid and/or unenforceable by a court of competent jurisdiction, all other provisions shall nevertheless remain valid and enforceable to the extent permitted by law.
18. **ACCEPTANCE.** Acceptance of this Purchase Order and the terms and conditions by the Vendor shall be made by (a) executing and returning an acknowledged copy, or (b) delivering any Goods, or (c) rendering any Services.
19. **SUPPLIER CODE OF CONDUCT.** Contractors agree by accepting this order declare that they have read and understood the Owner's [Supplier Code of Conduct](#) in its entirety and that the Contractor and any applicable sub-contractors, are not only in full compliance with this Supplier Code of Conduct but we will maintain compliance with it throughout the full duration of this Contract.
20. **WARRANTY PERIOD.** Unless a greater warranty period is stated in the specifications of the Bid Call Document, the warranty period shall be for a minimum of one (1) year on all parts, labour, goods, materials, equipment and/or services provided under the Contract (Unless otherwise stated in the specifications, the warranty period shall commence either from the date of substantial performance for construction or the day after delivery and acceptance for goods, services and equipment).
21. **FORCE MAJEURE.** It is understood and agreed that the Contractor shall not be held liable for any losses resulting if the fulfilment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Contractor and by which the exercise of reasonable diligence the Contractor is unable to prevent. Should the performance of any Contract be delayed or prevented as herein set forth, the Contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.