



Canada Post Standard Purchase Order Terms and Conditions

DEFINITIONS

"AGREEMENT" means the GENERAL TERMS AND CONDITIONS (as defined below) and the SPECIFIC TERMS AND CONDITIONS (as defined below).

"CORPORATION" means Canada Post Corporation

"PRODUCT" means a) the goods, b) the services, or c) the goods and services specified on the first page(s) of this purchase order.

"GENERAL TERMS AND CONDITIONS" means the terms and conditions listed as GENERAL TERMS AND CONDITIONS below.

"GST" means the Federal Goods and Services Tax.

"HST" means the Harmonized Sales Tax that is applicable in the province in which the PRODUCT is to be delivered.

"PST" means the Provincial Sales Tax that is applicable in the province in which the PRODUCT is to be delivered.

"SPECIFIC TERMS AND CONDITIONS" means the terms and conditions set out on the preceding page(s) of this purchase order, in any schedules or other attachments to this purchase order and in any documents expressly incorporated by reference into this purchase order.

"SUPPLIER" means the person identified as such on the front page of this purchase order.

"WARRANTY PERIOD" means the 12-month period that commences on acceptance by the CORPORATION of the goods or such other period of time as is set out in the SPECIFIC TERMS AND CONDITIONS.

GENERAL TERMS AND CONDITIONS

SUPPLIER to supply the PRODUCT

The SUPPLIER shall supply the PRODUCT, and the CORPORATION shall pay for the PRODUCT, in accordance with this AGREEMENT.

Terms and Conditions Applicable to Goods

For any component of the PRODUCT that involves the supply of goods, the following terms and conditions a) to h) shall apply unless otherwise specified in the SPECIFIC TERMS AND CONDITIONS:

- a) The SUPPLIER shall package the goods to ensure protection from the normal hazards of transportation.
- b) The SUPPLIER shall bear the risk of loss of or damage to the goods until acceptance by the CORPORATION at the destination specified for delivery of the goods.
- c) The SUPPLIER shall be responsible for all packing, loading, unloading, transportation and installation costs, if any.
- d) The CORPORATION reserves the right to change the place of delivery at any time prior to the shipment of goods. If the CORPORATION does change the place of delivery from that set out in this AGREEMENT, the CORPORATION and the SUPPLIER agree that the prices set out in this AGREEMENT shall be increased or decreased by an amount equal to the increase or decrease in the SUPPLIER'S costs directly related to such change.
- e) The SUPPLIER warrants that title to the goods shall pass to the CORPORATION upon acceptance by the CORPORATION at the destination specified for delivery of the goods, or such other time as is specified in the SPECIFIC TERMS AND CONDITIONS, free and clear of all liens and attachments.
- f) The SUPPLIER warrants that the goods delivered shall be of merchantable quality and fit for the purpose.
- g) The SUPPLIER warrants, unless otherwise specified in this AGREEMENT that the goods will be new and will conform to the specifications set out in this AGREEMENT.
- h) If the CORPORATION gives the SUPPLIER notice during the WARRANTY PERIOD that any of the goods supplied under this AGREEMENT are defective or do not conform to the specifications set out in this AGREEMENT, the SUPPLIER agrees to repair or replace such goods and to be fully responsible for all costs, including without limitation, transportation costs associated with such repair or replacement. The warranty set out in the preceding sentence shall not in any way limit any warranty stipulated or implied by law.

The following terms and conditions are applicable to both Goods and Services.

Payment Terms and Conditions

- a. Unless otherwise expressly stated, all amounts set out in this AGREEMENT are stated in, and shall be paid in, Canadian dollars.
- b. With respect to payments due under this AGREEMENT, the SUPPLIER shall submit an original invoice to the CORPORATION at the address indicated on the front page of this purchase order. On all invoices submitted the SUPPLIER shall refer to the number of this purchase order, set out the PST owing as a separate line item, set out any GST / PST / HST / other applicable taxes owing as a separate line item, and set out the SUPPLIER'S GST registration number, the SUPPLIER'S PST registration number(s), if applicable, and any other applicable tax registration number(s). The SUPPLIER shall submit with each invoice such supporting documentation as the CORPORATION may reasonably request. The SUPPLIER shall not submit an invoice for any goods until after the goods have been shipped. The SUPPLIER shall not submit an invoice for any services until after the services have been provided.
- c. Prior to the expiration of 60 days following the day on which the CORPORATION receives a correct invoice from the SUPPLIER for any payment due under this AGREEMENT, the CORPORATION shall pay the SUPPLIER the amount due. No interest shall be payable on overdue amounts. Discounts shall be calculated based on the date when the CORPORATION has received both a correct invoice and delivery of the PRODUCT in question.
- d. Taxes shall be applicable as set out in the SPECIFIC TERMS AND CONDITIONS. If any component of the PRODUCT is determined at any time to be exempt from any tax, charge, levy or assessment included in the payments made by the CORPORATION under this AGREEMENT, the SUPPLIER shall apply for a refund of such tax, charge, levy or assessment and forthwith remit the amount of the refund to the CORPORATION. The CORPORATION may, at its option, make application for any such refund directly to the taxing authority and if the CORPORATION wishes to exercise this option, the SUPPLIER shall complete and sign such documents as may be required by the CORPORATION in order to do so.

Insurance and Indemnity

- a. The SUPPLIER shall at all times indemnify and save harmless the CORPORATION, its directors, officers, employees and any others for whom it may be responsible in law, from and against
 - (i) all losses, claims (including claims made by the SUPPLIER's personnel under workers' compensation legislation), demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted
 - (A) in respect of loss of, damage to or destruction of property (including loss or damages sustained by the SUPPLIER),
 - (B) in respect of personal injury (including death),
 - (C) resulting from the SUPPLIER's breach of any of the provisions of this AGREEMENT,
 - (D) in respect of the use or disposal of anything delivered to the CORPORATION under this AGREEMENT,and
 - (ii) all associated costs and expenses (including legal fees and disbursements) suffered or incurred by the CORPORATION, its directors, officers, employees and any others for whom it may be responsible in law, arising out of, attributable to, or in any way connected with the SUPPLIER'S performance or non-performance under this AGREEMENT. The CORPORATION shall be deemed to hold the provisions of this clause that are for the benefit of the CORPORATION, its directors, officers, and employees and any others for whom it may be responsible in law, in trust for those individuals as third party beneficiaries under this AGREEMENT.
- b. The SUPPLIER'S liability to indemnify or reimburse the CORPORATION under this AGREEMENT shall not limit or prejudice the CORPORATION from relying on any other remedy available to the CORPORATION at law or in equity.
- c. The SUPPLIER warrants that it has the right to use and sell all components of the PRODUCT that may be covered by copyright, patent, industrial design or other intellectual property rights and agrees to indemnify the CORPORATION against any claims brought by any third party alleging infringement of the third party's rights in the PRODUCT or any component of the PRODUCT.
- d. It is the SUPPLIER'S responsibility to maintain adequate insurance to comply with the conditions of this AGREEMENT, including the obligations respecting indemnification, and any insurance required by municipal, provincial or federal law.

Termination

The CORPORATION may terminate this AGREEMENT, in whole or in part, without liability:

- a. forthwith upon written notice to the SUPPLIER
 - (i) if the SUPPLIER fails to comply strictly with its obligations under this AGREEMENT,
or
 - (ii) if the SUPPLIER is adjudged bankrupt, or makes a general assignment in bankruptcy or if a receiver is appointed to take charge of the SUPPLIER'S affairs
and
- b. without cause, upon written notice to the SUPPLIER.

If the CORPORATION terminates this AGREEMENT, the liability of the CORPORATION shall be limited to the value of the PRODUCT that has been delivered in accordance with this AGREEMENT up to the effective date of termination and that has not been paid for.

Obligation to Return the CORPORATION'S Property

The SUPPLIER agrees to return to the CORPORATION, forthwith following a request from the CORPORATION, all property of the CORPORATION, including without limitation, all specifications, drawings, samples, patterns, tooling and dies, that was provided to the SUPPLIER by the CORPORATION for use by the SUPPLIER in carrying out its obligations under this AGREEMENT.

No Publicity

The SUPPLIER shall not refer, expressly or by implication, to the CORPORATION or to this AGREEMENT in any advertising or other publicity release.

Confidentiality

The SUPPLIER shall keep confidential all information received from the CORPORATION in the course of carrying out its obligations under this AGREEMENT. The SUPPLIER shall not use such confidential information except as required to carry out its obligations under this AGREEMENT.

Waiver

- a. No delay or omission by the CORPORATION to exercise any right or power accruing upon any non-compliance or default by the SUPPLIER with respect to any of the terms of this AGREEMENT shall be construed as a waiver of such non-compliance or default.
- b. A waiver by the CORPORATION of any breach of the terms of this AGREEMENT shall not be construed to be a waiver of any preceding or succeeding breach.
- c. The CORPORATION shall not be deemed to have waived any matter under this AGREEMENT unless the CORPORATION has given the SUPPLIER a written notice that the CORPORATION has waived the matter in question.

Assignment

The SUPPLIER shall not assign this AGREEMENT without the express written consent of the CORPORATION and any attempt to make such assignment without such consent shall be void.

Time

Time shall be of the essence in this AGREEMENT.

Enurement

This AGREEMENT shall enure to the benefit of and be binding upon the successors and assigns of the CORPORATION and the SUPPLIER respectively.

Entire AGREEMENT

With respect to the subject matter of this AGREEMENT, this AGREEMENT constitutes the entire agreement between the SUPPLIER and the CORPORATION. There are no agreements collateral to this AGREEMENT and the terms and conditions of this AGREEMENT shall supersede the terms and conditions set out on the SUPPLIER'S confirmation and invoices. Without limiting the generality of the preceding sentence, no local, general or trade customs shall be deemed to vary the terms of this AGREEMENT.

In the event of any inconsistency between the GENERAL TERMS AND CONDITIONS and the SPECIFIC TERMS AND CONDITIONS of this AGREEMENT, the SPECIFIC TERMS AND CONDITIONS shall override the GENERAL TERMS AND CONDITIONS to the extent of the inconsistency. This AGREEMENT may only be amended by written agreement signed by the SUPPLIER and the CORPORATION.