

PURCHASE ORDER TERMS AND CONDITIONS

1. AGREEMENT

Unless there is a separate written agreement between the Supplier and The Sheridan College Institute of Technology and Advanced Learning ("Sheridan") as indicated on the Purchase Order ("PO") (an "Agreement"), this PO and any attachments are the sole agreement between Sheridan and the Supplier with respect to the goods and/or services specified in this PO. Verbal agreements are not valid and all communication and any amendments relating to this PO must be in writing and signed by an authorized Sheridan employee. This PO may be terminated by Sheridan with or without cause. If terminated without cause, Sheridan will compensate the Supplier for actual and reasonable expenses incurred by the Supplier up to and including the date of termination so long as such expenses do not exceed agreed upon prices. If there is an Agreement and there is any conflict or inconsistency between such Agreement and this PO, the terms of the Agreement shall govern.

2. ACCEPTANCE

This PO constitutes an offer which becomes a contract on the terms and conditions contained herein when accepted by acknowledgement, upon delivery of services or shipment of goods by Supplier, whichever comes first. Acceptance of this offer is limited to the terms herein without modification. Any modification of these terms, including those with the Supplier's acceptance, shall not operate as a rejection of this offer but this offer shall be deemed accepted without such additional or modified terms and/or conditions.

3. PRICE, TIME, SPECIFICATIONS, AND INSPECTION

The price of the goods and/or services is stated on the PO. Time is of the essence with respect to delivery of the goods. The goods must be delivered (a) to the ship to address specified in this PO ("Delivery Location") during Sheridan's normal business hours; (b) strictly in accordance with the quantities, qualities and specifications shown; and (c) on the delivery dates specified. Sheridan has the right to inspect the goods on or after the delivery date. Sheridan has the right to reject and return, for full credit, at the Supplier's expense, all goods that are non-conforming or defective, late shipments, and excess goods. If Sheridan rejects all or any portion of the goods or if the goods are not delivered by the Supplier on time, Sheridan may purchase replacement goods elsewhere and the Supplier shall be liable for actual and reasonable costs and damages incurred by Sheridan. The Supplier shall promptly notify Sheridan if it will be unable to comply with the delivery date as specified in the PO. 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. In the event any of the goods are rejected by Sheridan, in its sole discretion, Sheridan is entitled to return such goods at the Supplier's expense and the Supplier shall credit Sheridan accordingly within fifteen (15) days of return of the goods.

4. SHIPPING TERMS, TITLE AND PACKAGING

Delivery shall be made DDP Delivery Location, Incoterms® 2010. The Supplier shall give written notice of shipment to Sheridan when the goods are delivered to a carrier for transportation. The Supplier shall provide Sheridan with all shipping documents, including the commercial invoice, packing list, bill of lading, customs documentation, and any other documents necessary to release the goods to Sheridan within five (5) business days after Supplier delivers the goods to the transportation carrier. The purchase order number must appear on all shipping documents, shipping labels, bills of lading, packages, and invoices. Title passes to Sheridan upon delivery of the goods to the Delivery Location. All goods shall be packed for shipment according to Sheridan's instructions or, if there are no instructions, in a manner sufficient to ensure that the goods are delivered in undamaged condition and in accordance with applicable law and industry standards. Each shipment must include a packing slip and all packages containing Workplace Hazardous Material Information System ("WHMIS")/Globally Harmonized System ("GHS") designated substances must be properly marked with GHS compliant labels.

5. COMPLIANCE WITH APPLICABLE LAW AND SHERIDAN POLICIES

The Supplier and any subcontractors shall comply with all applicable federal, provincial, and municipal statutes, regulations and by-laws pertaining to the goods and/or services or that govern Sheridan's distribution of the Supplier's goods as, or as part of, a Sheridan product. Supplier shall obtain all applicable permits, licences, consents, and approvals required for the Supplier to manufacture and deliver the goods and/or perform the services. Proof of completion of AODA Customer Service Training shall be provided upon request of Sheridan. The Supplier must provide printed or electronic Safety Data Sheets (SDS) outlining order for any WHMIS/GHS controlled substance designated in regulations as issued by WHMIS or GHS and as defined under the federal Hazardous Products

legislation. Supplier is also required to comply with all applicable policies, procedures, guidelines, and rules of Sheridan College including conflict of interest policies.

6. CSA APPROVAL

All electrical equipment must be CSA approved, or bear Ontario Hydro special inspection label before acceptance. Equipment received without such approval may, at the discretion of Sheridan, be returned for full credit or submitted to Ontario Hydro for approval at the Supplier's expense.

7. DOCUMENTATION

The Supplier agrees to furnish without additional charge, at the time of delivery of the goods, all technical documentation necessary to operate, repair, calibrate and maintain such goods. Documentation is to include the operating manual, service manual and all electronic circuit diagrams.

8. INSURANCE

Supplier represents and warrants that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of goods and services similar to those provided hereunder, including WSIB coverage and comprehensive commercial general liability insurance of not less than five million (\$5,000,000) per occurrence.

9. REPRESENTATIONS AND WARRANTIES

Supplier represents and warrants that: (a) it has the right to enter into this PO and at its own expense will comply with the terms of this PO; (b) no claim, lien, or action exists or is threatened against the Supplier that would interfere with Sheridan's rights under this PO; (c) goods specified in this PO are, (i) of merchantable quality; (ii) fit for intended purposes; (iii) free from defects in design; (iv) in strict compliance with the specifications; and (v) from date of receipt will be free from defect in material and workmanship for the longer of the time period specified in this PO and the Supplier's standard warranty term; (d) services specified in this PO will be performed by the Supplier exercising the degree of professionalism, skill, diligence and care reasonably expected from an experienced provider of similar services and in accordance with the specifications; and (e) goods and services specified in this PO do not infringe any privacy, publicity, reputation or intellectual property right of a third party, the Supplier has disclosed to Sheridan in writing the existence of any third party code, including without limitation open source code, that is included in or is provided in connection with the goods and that the Supplier and the goods are in compliance with all licensing agreements applicable to such third party code and authors, if any, have waived all rights to the products and services' integrity and to be associated with them as authors. Supplier shall assign to Sheridan all manufacturer's warranties for goods not manufactured by or for Supplier, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to Sheridan.

10. GOVERNING LAWS

This PO is governed by the laws of the Province of Ontario and the federal laws applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for same do not apply.

11. ASSIGNMENT

The Supplier may not assign or subcontract this PO, in whole or in part, without Sheridan's prior written approval.

12. INDEMNITY

The Supplier shall indemnify, defend and hold harmless Sheridan, its respective officers, directors, employees and agents from and against all claims, fines, losses, damages, legal fees and other liabilities (including special and consequential damage and damages for loss of use) arising out of: (a) death, bodily injury, or loss or damage to personal property resulting from the use of the goods or services, or from the failure of the goods or services to comply with the warranties hereunder; (b) any claim that the goods or services infringe or violate the intellectual property rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission of Supplier or any of its affiliates or subcontractors; (d) Supplier's breach of any of its obligations under this PO; and (e) any liens/encumbrances relating to the goods or services. The Supplier will be responsible for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers, and subcontractors. Sheridan will not provide an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Sheridan beyond the obligation to pay for the deliverables in accordance with this PO.

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13. LIMITATION OF LIABILITY

To the extent permitted by applicable law, in no event will Sheridan, including its subsidiaries or other related entities, be liable for **any** lost revenues, lost profits, incidental, indirect, consequential, special, or punitive damages of any kind. Sheridan's liability for any and all claims and damages arising out of or related to this PO will not exceed the total contract value.

14. NO CLAIMS OR RECOURSE AGAINST THE CROWN

The remedies, recourse or rights of the Supplier shall be limited to Sheridan and to the right, title and interest owned by Sheridan in and to all of its personal property, whether now existing or hereinafter arising or acquired from time to time. The Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this PO, and agrees that it shall have no remedies, recourse or rights in respect of this PO against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against Sheridan and its assets.

15. NON-EXCLUSIVE CONTRACT

The Supplier will be providing the deliverables to Sheridan on a non-exclusive basis, and Sheridan makes no representation regarding the volume of goods and services required under this PO.

16. SHERIDAN INTELLECTUAL PROPERTY

Sheridan will retain sole ownership of all intellectual property in all materials provided to the Supplier. The Supplier shall not use any insignia or logo of Sheridan except where required to provide the deliverables, and only if it has received the prior written permission of Sheridan to do so.

17. DOCUMENT RETENTION AND AUDIT

Sheridan will have the right to audit the Supplier's performance of its obligation under this PO for a period of seven (7) years and the Supplier must retain all relevant documents to substantiate its performance of all deliverables.

18. INVOICES, PAYMENT AND SET OFF

Supplier shall send an invoice to Sheridan at ap@sheridancollege.ca on or any time after the completion of delivery of the goods and/or performance of the services. Sheridan shall pay properly invoiced amounts due to Supplier within net thirty (30) days after Sheridan's receipt of such invoice, except for any amounts disputed by Sheridan in good faith. The parties shall **seek** to resolve all such disputes expeditiously and in good faith. Sheridan reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Sheridan to the Supplier under the PO.

19. INDEPENDENT CONTRACTOR

This PO will not create an employment, partnership or agency relationship between Sheridan and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors).

20. SHERIDAN PROPERTY

The use and reproduction of Sheridan's names, logos and trademarks are governed by the Sheridan License Board which is entitled to approve all products using the names, logos or trademarks of Sheridan prior to commencement of any work. All ideas, art and software paid for by Sheridan become the sole and exclusive property of Sheridan and are to be delivered or returned upon request.