



Town of Collingwood

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Town of Collingwood Terms and Conditions:

ACCEPTANCE OF A PURCHASE ORDER (PO)

1. This PO accepted by **SELLER**, will constitute the contract between the parties. The entire agreement between the **BUYER** and **SELLER** may consist of additional contract documents where applicable.
2. No alteration to any terms of this order will be effective without the consent of the **BUYER**. Any provision of **SELLER's** acceptance inconsistent with this order will be void and this order is limited to the terms and conditions stated herein.
3. **SELLER** will provide all materials and perform all services described in the contract, in strict compliance therein. **SELLER** will comply with all applicable federal, provincial, local laws, rules, and regulations, and **SELLER** agrees to conform to the **BUYER's** requirement in delivery of material.
4. The contract will not be assigned or sublet by either party without the prior written consent of the other.

DOCUMENTATION, PACKAGING, AND MARKETING

1. Packing slip, work order or delivery ticket must accompany each shipment showing full delivery address including **BUYER's** name, quantity, brief description, unit of measure, **BUYER's** item code where applicable, and PO #. Outside service delivery slips must be faxed or emailed to the **BUYER** immediately upon service completion (snow removal, grass cutting, ect).
2. Material Data Safety Sheets must be provided to the **BUYER** with each delivery and all packages are to be marked, showing the chemical designation.

DELIVERY AND TRANSPORTATION

1. OVER SHIPPING ORDERED AMOUNTS IS NOT PERMITTED AND INVOICES FOR OVERSHIPPED AMOUNTS SHALL NOT BE PAID.
2. Liquidated damages may apply in situations where late or defective goods or services result in additional costs to the **BUYER**.
3. The **BUYER** must be notified of any additional costs for freight that are not included on the PO. Such costs must appear as a separate item on payment invoice, and a signed copy of Bill Lading must be attached. If it is necessary to ship freight collect, the signed original Bill of Lading should be attached to the payment invoice. COD shipments are not permitted.

PAYMENT OF INVOICES

1. Invoices must indicate PO # (when issued) AND associated Work Order/Ticket #, unit costs, FOB, terms of payment, tax applications, **BUYER's** item code where applicable, and a brief description.
2. Standard payment terms are net 30 days; other terms must be arranged through the **Town of Collingwood Purchasing Agent** and be approved by the Finance department.
3. The **BUYER** will not be liable for amounts or interest claimed on amounts considered past due by the **SELLER** that did not bear PO number, where reasonably disputed, were not properly addressed or were not delivered in a timely manner and within year end deadlines.

INSPECTION AND REJECTION

1. Acceptance of materials or services supplied on this order will be subject to inspection by the **BUYER** within a reasonable time after receipt. Regardless of the provisions of any document executed prior to such examination, the **BUYER** will have the right to reject and return, with prior notification, at the **SELLER's** expense, materials not in accordance with specifications or description hereon.
2. Goods, Services, or Construction ordered from the **SELLER** shall be deemed acceptable at the **BUYER's** discretion. Costs related to unacceptable good or services, e.g. costs to have services otherwise completed by others or costs to have goods replaced, supplied by others or construction corrected or completed by others shall be deducted from the balance owing to the **SELLER**.

CHANGES TO PURCHASE ORDER

Substitution of material or additional charges of any kind, including charges for packaging, crating, or tagging will not be accepted without written authority of the **BUYER**.

REFERENCES

References may be required by the **BUYER**. Where the seller has provided previous service to the **BUYER** they may be required to include a member of the **BUYER's** staff as a reference.

CANCELLATION

The **BUYER** reserves the right to cancel any Purchase Order without reason or liability within 30 days of notification to the **SELLER** or immediately when historical or current performance is deemed by the **BUYER** to be unsatisfactory, or where Health and Safety or other serious violations occur of which the **BUYER** shall be the sole judge.

REQUESTS FOR INFORMATION

SELLER is advised that the **BUYER** being a public entity, may provide copies of this and other related documents or information to any requestor without notice to the **SELLER**.

DISPUTE RESOLUTION

In accepting this contract the **SELLER** agrees to resolve all related disputes with the **BUYER** through the **BUYER's** Alternative Dispute Resolution Process, a copy of which is available on request.