

## Purchase Order Terms and Conditions

1. **Definitions:** The terms TRU or Thompson Rivers University means Thompson Rivers University and the term "vendor" means the person, firm, or Corporation from whom the merchandise or service has been ordered.
2. **Contract:** This order is not binding until accepted under the terms, conditions and instructions appearing on the face and reverse side of this purchase order. Any deviation from such terms and conditions must have specific written approval of TRU. No terms stated by the vendor in accepting this purchase order shall be binding upon TRU unless accepted in writing by TRU.
3. **Acceptance:** If any materials are delivered or services are performed as called for by this order, same shall be deemed an acceptance of the entire order and these conditions.
4. **Quality:** By accepting this order vendor hereby guarantees that the material or services furnished will be in accordance with the specifications herein or elsewhere agreed to and that such guarantee shall survive acceptance of and payment for said materials or services subject to the right of TRU to cancel all or any part of this order if materials, services or deliveries are not in accordance with specifications herein or as elsewhere mutually agreed.
5. **Shipping Instructions:** Shipment of all goods must be marked TRU Central Warehouse, 805 TRU Way, Kamloops, B.C. V2C 0C8. If the shipment is not forwarded according to TRU instructions, the increase cost, if any, will be charged to the vendor. No charges will be allowed for containers, crating, boxing, and transportation unless stated herein. When a shipment is made from any country other than Canada, Customs invoices in quadruplicate, certified in accordance with Canadian Customs Regulations, must be provided at the time of the shipment in addition to the invoices. Custom invoices are to be forwarded to Livingston International Inc. Suite 500-1140 West Pender Street, Vancouver, B.C. V6E 4H5.
6. **Invoicing:** Each invoice must be submitted in triplicate and shall contain a sufficient and correct description of the goods and also indicate the TRU purchase order number, the number of packages or boxes, quantity, point of shipment, routing and other like information and give gross and tare weight used for carload and truck billings.
7. **Payments:** By paying vendor's invoices before the arrival and inspection of material, TRU avails itself only of the cash discount involved, and does not thereby accept the quantity or quality as billed. Such payments are subject to future adjustments. Drafts will not be honored. Payments will be made in Canadian funds unless otherwise stated.
8. **Patents:** The vendor warrants that the use or sale by TRU of the materials herein specified will not infringe on any right of invention, patent, trademark, or process of manufacture and agrees to indemnify and save TRU harmless against any costs, damages or expenses arising out of any infringements or alleged infringements.
9. **Strikes Etc.:** Neither party shall be liable for any loss or damages arising from failure to carry out this contract or any part thereof as a result of war, riot, strikes,

differences with workmen, acts of God, fires, accidents or similar caused. TRU reserves the right to cancel this order when for any of the above causes, deliveries may not be as have agreed.

10. **Venue:** Any contract created by the acceptance of this order shall be constructed according to the laws of the Province of British Columbia.
11. **Assigning:** Vendor shall not assign or subcontract this order without TRU's prior written consent, providing however, that the vendor may subcontract portions of the work as is customary in carrying out similar work. Vendor shall cause all assignees and subcontractors to comply with all conditions of this order insofar as the same shall be applicable.
12. **CSA Approval:** All electrical equipment must be CSA or Province of British Columbia Electrical Energy Board approved and shall bear the appropriate sticker.
13. **Pricing:** If price is omitted on this order, goods are to be invoiced at lowest prevailing market price at time of shipment. No claims for increases in prices will be allowed unless an escalation clause has been shown to be a specific part of the purchase order. If such a clause is made part of this purchase order, Seller shall advise TRU in writing, the day the clause becomes effective but, in no case, will escalation be permitted after the original promised delivery date unless there has been an extension of time granted by TRU in writing.
14. **General:** TRU reserves the right to cancel this order if not filled within a reasonable time and in accordance with the terms specified.