City of Delta Purchase Order Terms and Conditions

- 1. Address all correspondence pertaining to this Purchase Order to the buyer specified on the Purchase Order.
- 2. Upon receipt of the Purchase Order, ensure that all pertinent details are correct. If not, please contact the buyer immediately to discuss.
- 3. Unless it specifies otherwise, the price shown on the Purchase Order includes all taxes, delivery charges, installation costs and other fees. No additional charges will be invoiced unless specifically discussed with the City.
- 4. The Purchase Order number shall appear on all invoices associated with the Purchase Order. Failure to do so may result in a delay in payment.
- 5. Invoices are to be forwarded to the City of Delta, City Hall, Finance Department, Accounts Payable, 4500 Clarence Taylor Crescent, Delta BC V4K 3E2
- 6. The City reserves the right to cancel all or any of the items associated with this Purchase Order if deliveries are not made by the delivery dates specified.
- 7. The Vendor warrants that the goods supplied under this Purchase Order are fit for the particular purpose or use for which they were purchased, and will perform in accordance with specifications, and the Vendor also warrants the goods, material and equipment against any defects in material, workmanship or design. This warranty is valid for a minimum of one year from the date of delivery.
- 8. All goods, materials and equipment are subject to inspection and approval upon delivery.
- 9. Unless otherwise specified, goods shall be FOB the location stated on the Purchase Order.
- 10. This Purchase Order may not be assigned or sub-contracted either in whole or in part without the prior consent on writing of the City of Delta.
- 11. Whenever the Purchase Order calls for any service to be performed in Delta, the Vendor must provide proof of Delta Business License, minimum \$5 million public liability and property damage insurance coverage with the City as a co-named insured. When a vehicle is used to deliver the service, proof of minimum \$5 million vehicle public liability & property damage insurance coverage is required.
- 12. This Purchase Order shall be governed by the laws of the Province of British Columbia.
- 13. All negatives and artwork become the property of the City, but may be retained by the printer, at the discretion of the job's originator, for possible future use at no charge for handling or storage.
- 14. The Vendor agrees that the City exclusively owns all intellectual property rights, including copyright, in any materials produced pursuant to this Order. Upon the City's request, the Vendor must deliver documents to the City's satisfaction, waiving in the City's favour any moral rights and confirming the vesting of copyright in the City.
- 15. Any electrical equipment supplied to the City, or used in delivery of service to the City, is required to be compliant with the BC Safety Standards Act and applicable regulations, including the Electrical Safety Regulation.
- 16. The Vendor by the acceptance of this Purchase Order accepts all the terms and conditions thereof.