



WCB Nova Scotia Purchase Order Terms and Conditions (Goods)

1. Definitions

1.1 In these Terms and Conditions:

- (a) **"Acceptance"** means compliance of the Supplies with the Specifications agreed to in advance by the parties in writing.
- (b) **"PO"** means Workers' Compensation Board of Nova Scotia generated Purchase Order authorizing purchasing of "Goods".
- (c) **"Board"** means the entity issuing the PO.
- (d) **"Supplier"** means the party providing the Goods under the PO.
- (e) **"Goods"** means the goods, materials, components, or products described in the PO.
- (f) **"Specifications"** means the explicit set of requirements to be satisfied by a material, design or product to be provided by the Supplier under the PO.
- (g) **"Delivery Date"** means the date specified in the PO for delivery of the Goods.
- (h) **"Delivery Terms"** means the method of delivery specified in the PO.
- (i) **"Supplies"** means all or any part of the tangible goods to which the PO accompanied by this Contract refers to.

2. Application of Terms

- 2.1 These Terms and Conditions apply to all Goods purchased under the PO. Any Supplier terms or conditions, whether included in quotations, invoices, or other documents, are expressly rejected unless the Board agrees to them in writing, in advance.

3. Documents

- 3.1. The Parties must refer to all the following documents that together constitute the Contract (hereafter the "Documents") and, for the purposes of interpretation and in the event of a conflict between the Documents, the Documents order of precedence shall be in accordance with the following sequence:

- a) This document and any future agreed addendums to it;
- b) Any specification and/or Scope of Work governed by those Terms and Conditions;
- c) Each agreed upon Change Request, with later Change Requests taking precedence over earlier Change Requests.

- 3.2. For the avoidance of doubt, any other terms and conditions generated by the Supplier shall not apply to the provision of these Supplies and the Documents shall take precedence over such terms and conditions at all times. Any terms and conditions included in the Supplier's invoice shall be deemed solely for the convenience of the Supplier and no such term or condition shall be binding on the Board.

4. Price and Payment

- 4.1 The price stated in the PO is firm, fixed, and inclusive of all costs associated with packaging, freight, insurance, duties, and delivery unless otherwise specified. The Supplier shall invoice the Board upon delivery of the Goods. Payment will be made in CAD (Canadian Dollars) and accordance with the payment terms set out in the PO following receipt of a correct and complete invoice, delivery and acceptance of the Goods ordered, in consistency with the Specifications.

5. Delivery Requirements

- 5.1 The Supplier shall deliver the Goods to the location and by the Delivery Date specified in the PO. Goods must be suitably packaged, labelled, and accompanied by all necessary documentation, including packing slips, certifications, and safety data sheets where applicable. The Supplier is responsible for any loss, delay, or damage in transit unless otherwise agreed in writing. Goods are not received until accepted by the Board.

6. Supplier Obligations

- 6.1 The Supplier warrants:
- a) In respect of the provision of, without limitation, goods, equipment and materials, these shall be fit for the purpose for which they were intended;
 - b) That the Supplier shall not do anything to prejudice the name or reputation of the Board or the Board's business interests;
 - c) that the Supplier shall advise the Board of any possible conflict of interest that may exist immediately upon becoming aware of any possible conflict of interest; and
 - d) the Supplier shall comply with all reasonable instructions given by the Board from time to time provided that no failure to give such instructions shall be relied upon by the Supplier so as to excuse any failure in delivery of the goods in accordance with Purchase Order governed by those Terms and Conditions.

7. Transfer of Title and Risk

- 7.1 Risk of loss or damage to the Goods remains with the Supplier until the Board has received and accepted the Goods. Title to the Goods transfers to the Board upon receipt and acceptance, unless otherwise stated in the PO, and the Goods must be delivered free of liens, claims, or encumbrances.

8. Inspection and Acceptance

- 8.1 All Goods delivered under the PO are subject to inspection by the Board. Acceptance occurs only when the Board confirms that the Goods conform to the PO and Specifications. The Board may reject any Goods that are defective, damaged, or non-conforming, and the Supplier must promptly repair, replace, or refund such Goods at no additional cost to the Board.

9. Warranties

- 9.1 The Supplier warrants that the Goods:
- (a) are new, unless otherwise agreed;
 - (b) conform to the PO and Specifications;
 - (c) are free from defects in design, materials, and workmanship;
 - (d) are fit for their intended purpose;
 - (e) comply with all applicable laws, regulations, and standards;
 - (f) do not infringe any third-party intellectual property rights; and
 - (g) are invoices at the price initially agreed upon.
- 9.2 The Supplier warrants the Supplies against defects (including latent defects), material breach and poor workmanship and warrants that the Supplies shall conform to the requirements of the Specifications accompanying this PO. Further, replaced and repaired Supplies shall be warranted for a new period of 12 months as of their new date of final Acceptance.

10. Delay Liquidated Damages

- 10.1 If the Supplier fails to deliver a Supply and/or any agreed deliverable (and/or fails to deliver a Supply free of defects and/or in conformity with the requirements of the Specification) by the relevant date agreed to by the parties, the Board may apply liquidated damages of 0.5% of the value ex-tax of the PO, per working day as of the first day of delay.
- 10.2 Liquidated damages for delay shall be capped at 15% of the total value PO (excluding applicable taxes).
- 10.3 The Board may deduct the liquidated damages amounts from the invoices issued by the Supplier at its sole discretion.
- 10.4 Notwithstanding any liquidated damages that may be applied the Board may also demand termination of the PO for delay. The enforcement of this Clause shall not under any circumstances constitute waiver by the Board of its right to enforce fulfilment of any other obligations of the Supplier.
- 10.5 The Supplier acknowledges and agrees that any amount they may become liable to pay to the Board pursuant to this Clause is a pre-estimate of the damages incurred by the Board and does not constitute a penalty

11. Intellectual Property Rights

- 11.1 Any intellectual property supplied or paid for by the Board remains the property of the Board. The Supplier shall indemnify and hold the Board harmless against any claims, damages, or losses arising from actual or alleged infringement of any third-party intellectual property rights relating to the Goods.

12. Indemnification

- 12.1 The Supplier shall indemnify, defend, and hold harmless the Board, its employees, and agents from any claims, losses, damages, liabilities, or expenses arising out of or related to:
- (a) defective or non-conforming Goods;
 - (b) the Supplier's breach of these Terms;
 - (c) the Supplier's negligence or misconduct; or
 - (d) any third-party intellectual property claims.

13. Insurance

- 13.1 The Supplier shall maintain adequate insurance, including commercial general liability, product liability insurance and auto/transport liability, with reputable insurers in amounts appropriate to the nature of the Goods supplied. Proof of coverage shall be provided to the Board upon request.

14. Changes

- 14.1 The Board may request changes to the Goods, Specifications, quantities, or Delivery Date. Any adjustment to price or delivery schedule resulting from such changes must be agreed to in writing before the Supplier proceeds with the change.

15. Deadlines

- 15.1 The Supplier shall meet all deadlines set in the PO. The Supplier shall be in immediate breach if it fails to meet any such deadline.
- 15.2 Supplies failing to meet acceptance criteria set in the PO, Specifications and/or any other Documents will be deemed not delivered.
- 15.3 If a Supply delivery date falls during the weekend and/or statutory public holiday it shall be extended automatically until the next business day.

16. Termination

- 16.1 The Board may terminate the PO for cause if the Supplier fails to comply with these obligations. The Board may terminate the PO for convenience by providing 7 days' written notice. Upon termination, the Supplier is entitled only to reasonable, documented costs incurred up to the date of termination; no payment will be made for lost profits or unperformed work.

17. Compliance With Laws

- 17.1 The Supplier shall comply with all applicable laws, regulations, industry standards, and safety requirements relating to the manufacture, packaging, transport, and delivery of the Goods, including environmental and workplace safety legislation.

18. Confidentiality

- 18.1 Supplier shall keep confidential any personally identifying and all non-public information received from the Board and use it solely to perform the PO. Upon request or completion, Supplier will return or securely destroy the Board's confidential information, subject to legal retention. The Supplier agrees to immediately notify the Board of any request for information connected to this agreement or any potential or actual or breach of information connected to the Board's information involved in this agreement.

19. Subcontracting and Assignment

- 19.1 The Supplier may not subcontract or assign any part of the PO without the Board's prior written approval. Where subcontracting is approved, the Supplier must engage the subcontractor under substantially similar terms and remains fully responsible for the subcontractor's performance.

20. Force Majeure

- 20.1 Neither party is liable for failure or delay caused by events beyond their reasonable control, provided prompt notice is given, and reasonable efforts are taken to mitigate the impact. The Board may cancel the PO without penalty if such delay extends beyond a reasonable period.

21. Governing Law

- 21.1 The PO is governed by the laws of the jurisdiction of Nova Scotia, Canada.

22. Entire Agreement

- 22.1 The PO and these Terms and Conditions constitute the entire agreement between the Board and Supplier with respect to the Goods.

23. Notices

- 23.1 All notices required under the PO must be in writing and delivered to the contacts identified in the PO. Notices may be delivered by email unless otherwise specified.

24. Partial Invalidity

- 24.1 If any term or provision of these Terms and Conditions shall be found to be illegal or unenforceable, notwithstanding, these Terms and Conditions may, at the Board's option, remain in full force and effect and such term or provision shall be deemed removed from the Terms and Conditions and the remaining provisions forming valid Terms and Conditions.

25. Consent to Breach not Waiver

- 25.1 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different or subsequent or a continuation of the same breach unless expressly stated.