



DSC PURCHASE ORDER TERMS AND CONDITIONS

THIS PURCHASE ORDER IS STRICTLY LIMITED TO ITS TERMS AND CONDITIONS AND ANY COUNTER-OFFERS OR CHANGES OF TERMS PROPOSED BY THE VENDOR ARE HEREBY REJECTED, UNLESS SPECIFICALLY AGREED TO IN WRITING BY DSC.

TERMS:

1. The Vendor shall display the complete Purchase Order number prominently on all packages, invoices, correspondence, customs documentation, bills of lading and packaging slips and ensure packing slips accompany all shipments.
2. Unless otherwise stated on the Purchase Order, the price shown on the Purchase Order is the total cost and includes all fees and charges of any kind including permit, inspection, royalty and license fees (patent and otherwise), charges for crating, boxing, cartage and re-stocking, as well as government tax, duties and/or levies.
3. All applicable taxes are specified on the Purchase Order.
4. Material Safety Data sheets (MSDS) and appropriate labels must accompany all hazardous products as defined under applicable laws including, without limitation, the *Hazardous Products Act* (Canada) and regulations, the *Environmental Protection Act* (Ontario) and regulations, as well as requirements relating to the workplace hazardous materials information system (WHMIS) .
5. If the Vendor is located outside of Canada, the Vendor shall provide duly and accurately completed Canada Customs invoices together with fully completed, acceptable shipment documentation for DSC's customs broker.

CONDITIONS:

1. Time is of the essence in the performance by the Vendor of its obligations under this Purchase Order and all goods and services shall be fulfilled in strict accordance with the delivery dates specified, the quantities specified and the requirements of this Purchase Order and attached specifications (if any).
2. The goods delivered under this Purchase Order are subject to inspection and approval by DSC (or its agents and/or service providers) following delivery for a period of not less than thirty (30) days after receipt. In the event any goods are rejected by DSC, in its sole discretion, such goods will be returned at the Vendor's expense and the Vendor shall credit DSC accordingly

Revision Date: July 6th, 2015	Version Number: 15-01	Page 1 of 3
Revised by: Grace Cai	Reviewed by: Grace Cai	Approved by: Grace Cai



DSC PURCHASE ORDER TERMS AND CONDITIONS

(the foregoing being in addition to any other remedy that DSC may have against the Vendor for such breach of its obligations).

3. The Vendor covenants that any goods, materials and equipment supplied pursuant to this Purchase Order are new, unused, free of defects or deficiencies in design, materials, manufacture or workmanship, conforming to all Manufacturer and DSC specifications and are fit for their ordinary purpose, unless DSC has made a particular purpose known to the Vendor, in which event the goods shall be fit for that particular purpose as well.

4. For the services set forth in the Purchase Order, the Vendor shall:

- perform all work in a professional, diligent, timely, efficient and workmanlike manner to the full satisfaction of DSC;
- obtain and maintain adequate insurance covering performance of the work, which underlying policies and certificates are to be made available to DSC upon request;
- obtain and maintain Worker's Safety Insurance Board coverage and provide both WSIB number and proof of satisfactory standing to DSC upon request; and
- comply with all applicable policies, procedures, guidelines, and rules of DSC.

5. The Vendor may not assign or subcontract this Purchase Order or any right or obligation arising therefrom or relating thereto without the prior written permission of DSC.

6. The Vendor shall provide the goods and services in strict compliance with all applicable laws, regulations, codes and standards, and shall do so at its sole cost.

7. The Vendor shall defend DSC, its officers, Board of Directors, employees, contractors, service providers, advisors, students, interns, agents and representatives (collectively, "**Indemnitees**") from and against all actions, suits, claims, causes of action, demands, investigations, assessments, re-assessments or other proceedings of any kind or nature directly or indirectly arising out of any breach of any obligation or warranty, or the inaccuracy of any representation relating to this purchase order, any negligence or willful misconduct, any breach or alleged breach or intellectual property laws, environmental non-compliance, product liability and property damage (each, a "**Claim**"). The Vendor shall indemnify and save harmless the Indemnitees from all damages, penalties, fines, interest, costs, expenses (including legal fees), liabilities and other losses arising from or relating to any Claim.

Revision Date: July 6th, 2015	Version Number: 15-01	Page 2 of 3
Revised by: Grace Cai	Reviewed by: Grace Cai	Approved by: Grace Cai



DSC PURCHASE ORDER TERMS AND CONDITIONS

8. These Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive bid document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions of the competitive bid document, contract or agreement, will govern.

9. This Agreement is to be construed and governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. The parties hereby disclaim the application of the *United Nations Conventions on Contracts for the International Sale of Goods* and any legislation enacted to ratify and implement the foregoing.

Revision Date: July 6th, 2015	Version Number: 15-01	Page 3 of 3
Revised by: Grace Cai	Reviewed by: Grace Cai	Approved by: Grace Cai