

PURCHASE ORDER TERMS AND CONDITIONS

1. This purchase order (“Purchase Order”) between the supplier (“Supplier”) and ABC Benefits Corporation o/a Alberta Blue Cross (“ABC”) as well as any specifications provided by ABC to the Supplier constitute the entire contract between the Supplier and ABC for supply of the goods (“Goods”) and/or performance of the services (“Services”) described herein at and for the price stipulated. The specifications are hereby incorporated by reference and form part of this Purchase Order.
2. The Supplier’s written acceptance of this Purchase Order or shipment of any Goods or supply of any Services hereunder shall constitute the Supplier’s acceptance of this Purchase Order and its Terms and Condition and no additional terms or conditions proposed by the Supplier shall be binding upon ABC or form a part of the contract.
3. The Purchase Order number must appear on all invoices, delivery slips, packages and correspondence. Delivery slips must accompany each shipment showing the Purchase Order number and itemizing goods contained therein.
4. Invoices must be forwarded to the attention of Accounts Payable at 10009 108 Street NW, Edmonton, Alberta T5J 3C5 (email: acp@ab.bluecross.ca). Charges for GST, freight, postage, insurance, crating or packaging, etc., must be shown as a separate item on the invoice.
5. Upon satisfactory performance of the services (the “Services”) or delivery of goods (the “Goods”) pursuant to an order, the Supplier’s invoices will be paid in accordance with ABCs’ standard payment terms, Net 30 Days, which are hereby incorporated into these Terms and Conditions. Unless otherwise stated or agreed to in writing, prices are in Canadian funds.
6. The Purchase Order shall not be altered, modified or varied in any manner whatsoever without the express written authorization of ABC. The terms of this Purchase Order may only be amended if in writing.
7. The Supplier may make no substitutions for the goods set out in the Purchase Order or any specifications, except as agreed in writing by the parties.
8. The Supplier agrees to supply all the Goods and/or perform all the Services in strict compliance with the Purchase Order.
9. Time is of the essence and the Supplier shall effect delivery of the Goods by the date specified in the Purchase Order and/or perform the Services by the date(s) specified in the Purchase Order.
10. Unless otherwise agreed between the parties the Goods shall be shipped to ABC’s address noted on this Purchase Order by the date stipulated therein and by the method of shipping stipulated therein, failing which ABC may decline to accept the Goods with no further obligation to the Supplier.

11. On courier or postal shipments, where value exceeds express company's liability, shipper must declare actual value of shipment, unless otherwise expressly stipulated. Non-compliance with this stipulation would result in the shipper assuming full liability if the goods are lost or damaged in transit.
12. The Supplier will ensure that all goods that require safety approval must have CSA certification or equivalent.
13. The Supplier expressly warrants that the Goods, regardless of origin, will be merchantable, of good material and workmanship, free from defect and fit for their intended use. All Services shall be diligently performed in a good and workmanlike manner and in a way which meets or exceeds industry standards.
14. If the Goods and/or the Services fail to comply with the applicable warranties, the Supplier shall take all measures necessary to rectify any non-compliance at the request of ABC and at the Supplier's expense.
15. Goods will be received by ABC subject to final inspection and approval. Goods found to be defective or not in compliance with the specifications may be returned to the Supplier at the Supplier's expense.
16. Supplier expressly warrants that the goods and/or services to be furnished, and the production and sale, do not and will not infringe any patent or industrial design process.
17. The Supplier shall provide all instructions, operating manuals, and any manufacturer's warranties and shall provide requested training to ABCs' designated operators in the use of any Goods, at no additional cost to ABC.
18. Any installation or work on ABCs' premises is to be arranged through an approved ABC representative.
19. The Supplier shall not injure, mar or in any manner deface or damage the premises and property of ABC. If such loss or damage occurs because of the act, default or negligence of the Supplier, without limiting any of its obligations hereunder, the Supplier will pay to ABC the cost to replace or restore the lost or damaged premises or property.
20. Failure by ABC to assert any of its rights under the Terms and Conditions shall not be construed as a waiver thereof.
21. Up-to-date Material Safety Data Sheets as required must accompany all products delivered to or brought onto ABCs' premises.
22. The assignment by the Supplier of any or all of its obligations without ABCs' prior written consent, which may be withheld by the ABC in its absolute discretion, shall be void.
23. The Purchase Order, without limitation, these terms and conditions shall be construed and governed in accordance with the laws of Alberta, Canada and the parties attorn to the exclusive jurisdiction of the Alberta Courts in connection with any dispute.

24. The Supplier shall, maintain in force the following insurance coverage in a form acceptable to ABC:
 - a. Commercial General Liability insurance in an amount not less than \$2,000,000 per occurrence, covering liability for bodily injury, personal injury, death and property damage including products and completed operations liability. Such insurance must include a duty to defend, must name ABC as additional insureds; and must provide for cross liability and severability of interest.
 - b. Automobile Liability insurance in an amount not less than \$2,000,000 covering the operation of any vehicle used on ABC premise.

ABC shall have the right to suspend or cancel any Order, without any liability to ABC, until the Supplier has provided, upon request, such evidence as ABC deems necessary in its absolute discretion, of compliance with all insurance obligations under this provision

25. The Supplier shall indemnify Alberta Blue Cross, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all third-party claims, damages, losses, liabilities, demands, suits, judgments, settlements, causes of action, legal proceedings, penalties, fines or other sanctions and all costs, fees, charges, expenses and interest arising in connection therewith (including legal fees on a solicitor and his own client basis) which, directly or indirectly, in any way result from or arise out of any act or omission of the Supplier or its representatives or agents.
26. ABC is not liable for loss of or damage to personal property belonging to the Supplier however caused. The Supplier hereby releases ABC from any claims resulting directly or indirectly from such property damage.
27. The Supplier shall comply with all applicable laws, regulations, by-laws and codes and shall obtain all necessary licenses, permits or approvals required in connection with the Services or the delivery, manufacture, or maintenance of the Goods.
28. The Supplier will ensure that its employees and those of its subcontractors, when on ABCs' premises, observe all ABC Operations and Health & Safety policies. Information about these policies is available upon request.
29. The Supplier acts solely as independent contractor in performing Services or in the manufacture, provision, or maintenance of the Goods. Nothing herein shall create an agency, employment, joint-venture, or partnership relationship between the Supplier and ABC.
30. When performing work on ABCs' premises, the Supplier acknowledges and agrees that it has assumed the sole obligation and duty to provide a safe place to work for its employees and its subcontractors' employees in the work area on ABCs' premises and further that any claim for damages by any employee of the Supplier or its subcontractor against ABC alleging failure to furnish a safe work place shall not be construed as relieving the Supplier of its indemnity obligations to ABC.

31. The Supplier may be required to provide evidence that its employees and those of its subcontractors, while working on ABCs' premises, are covered by Workers Compensation Insurance. ABC reserves the right to require that a WCB clearance certificate be provided before payments are released. Without limitation in addition to the foregoing, ABC reserves the right to cancel or suspend the performance of any Services or the provision, manufacture, or delivery of any Goods, without any liability to ABC, until the Supplier provided ABC with evidence of the Supplier's compliance with all WCB obligations.
32. In the event of any conflict between these terms and conditions and those set out in any separate, written order of ABC relating to the goods and/or services, then the terms and conditions of such order shall take precedence.
33. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision hereof.
34. Words importing the singular number include the plural and vice versa and words importing gender include all genders.
35. The Supplier shall review and adhere to the ABC Supplier Code of Conduct attached to the Purchase Order.
36. Failure by either party to enforce any of its rights under these Terms and Conditions in a particular instance shall neither constitute a waiver of its rights under these Terms and Conditions, nor shall it constitute a continuing waiver or preclude subsequent enforcement thereof.
37. The execution of these Terms and Conditions, or any acceptance or ancillary documents thereto, may be communicated by facsimile transmission or email and documents executed and/or delivered by electronic means shall be deemed to be an original document.

End of Terms and Conditions