

**APPENDIX B: Purchase Request
PURCHASE REQUEST**

Note: The Province may modify this Purchase Request by giving written notice to the CSA Holders.

Issue Date:	<<<insert date>>>
Purchase Request Number:	<<<insert if applicable>>>
CSA #:	<<<insert CSA # from CSA>>>
Issued by the following Purchaser:	<<<enter legal name of Purchaser and address for acceptance of this Purchase Request >>>
Purchaser contact and address for notices (if not the same as address above):	<<<insert>>>
Issued to the following CSA Holder:	<<<enter legal name of CSA Holder>>>
CSA Holder contact and address for notices (if not the same as address above):	<<<insert>>>

Execution by the CSA Holder and the Purchaser of this Purchase Request in accordance with the instructions below will constitute an Order for the Goods set out in section 1 below (as such Goods) are further described in Part 1 of Appendix A to the CSA) to be provided by the Contractor (the aforementioned CSA Holder) at the applicable Fees set out in Part 2 of Appendix A to the CSA and on the terms and conditions set out in Appendix C to the CSA – Order Terms and Conditions, as may be modified below in section 4.

1. GOODS:

The Goods required are set out in the table below:

GOODS	QUANTITY	DATE GOODS REQUIRED
<<<ENTER APPLICABLE GOODS FROM PART 1 OF APPENDIX A TO THE CSA – ENSURE DESCRIPTION IS CONSISTENT WITH CSA >>>	<<<ENTER DETAILS HERE>>>	<<<ENTER DETAILS HERE>>>

2. MAXIMUM AMOUNT PAYABLE:

\$_____ is the maximum amount which the Purchaser is obliged to pay to the Contractor for Fees and expenses under the Order (exclusive of any applicable taxes described in section <<<insert>>> of Appendix C to the CSA.

3. DELIVERY LOCATION AND ADDITIONAL INFORMATION:

The Goods are to be delivered by the Contractor to <<<insert location>>>.

4. PUBLIC SECTOR ENTITY REVISIONS TO ORDER TERMS AND CONDITIONS:

As contemplated by subparagraph 3.5(a) of the CSA, the following modifications are made to the terms and conditions set out in Appendix C to the CSA:

<<<The Public Sector Entity may set out either the provisions modifying Appendix C to the extent permitted by subparagraph 3.5(a) of the CSA or “[None.]” or if the Purchaser is a Ministry, insert “Not Applicable”.>>>

5. ACCEPTANCE INSTRUCTIONS:

Deadline for acceptance of Purchase Request by CSA Holder: before <<<Insert Month/Date/Year – Author: ensure deadline is consistent with the timeframes identified in the call off process for the CSA>>>

This Purchase Request is not binding unless signed by both parties. If the CSA Holder agrees to this Purchase Request, the CSA Holder must sign and deliver this Purchase Request to the Purchaser at the Purchaser’s address first set out above before the deadline above. If the Purchaser does not receive a signed Purchase Request before the deadline above, then the CSA Holder will have waived any right to provide the Goods under the Purchase Request and the Purchaser will follow the process set out in section 3.6 of the CSA. The Purchase Request may be signed in counterparts and when actually received by the other party, together have the same effect as if each party had signed the same document.

AGREED TO by the parties by their duly authorized signatories on the dates below:

For and on behalf of the CSA Holder by: Sign: _____ Print Name: _____ Title: _____ Date: _____	For and on behalf of the Purchaser by: Sign: _____ Print Name: _____ Title: _____ Date: _____
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Appendix C – Order Terms and Conditions

The following terms and conditions will apply to each Order formed in accordance with the provisions of the CSA and the applicable Purchase Request.

1. Definitions.

In this Order the following definitions apply:

- (a) "Acceptance" is defined section 4;
- (b) "Associated Services" means any services, described in Part 1 of Appendix A of the CSA as identified in the Executed Purchase Request, to be provided by the Contractor to the Purchaser pursuant to an Order;
- (c) "Contractor" means the CSA Holder who enters into an Order with the Purchaser;
- (d) "CSA Holder" has the same meaning as in the CSA;
- (e) "Delivery Date" means the date of delivery for Goods specified in the Executed Purchase Request;
- (f) "Delivery Location" means the location identified by Purchaser in the Executed Purchase Request to which the Contractor is to deliver Goods, or such other delivery area or point which is specified in writing by Purchaser;
- (g) "Executed Purchase Request" means a Purchase Request that is executed by or on behalf of the Contractor and Purchaser;
- (h) "Goods" means the goods, described in Part 1 of Appendix A of the CSA as identified in the Executed Purchase Request, that are required to be delivered by the Contractor pursuant to an Order, and include all materials, component parts, data, documentation packaging and labelling of such goods, if applicable;
- (i) "Inspection Period" is defined in section 4;
- (j) "Intellectual Property Rights" means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations- in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing;
- (k) "Order" means this agreement for the purchase and sale of Goods and may include the purchase of Associated Services between the Purchaser and a Contractor as a result of the Executed Purchase Request, and on the terms and conditions set out in this Appendix C of the CSA and incorporates the Purchase Request;
- (l) "Ministry" means any ministry or agency of the government of British Columbia;
- (m) "Public Sector Entity" means a government organization, local public body or participating jurisdiction, each as defined in the *Procurement Services Act* and includes a person, other than the government, a government organization, a local public body or a participating jurisdiction, provided the requirements set out in section 2(2) of the *Procurement Services Act* have been met, that has entered into an access agreement with the Province and appears on the Province's list of eligible Purchasers;
- (n) "Purchaser" means the Ministry or Public Sector Entity identified on the Executed Purchase Request as the Purchaser and which is a party to this Order;
- (o) "Purchase Request" means a written request issued by the Purchaser to the CSA Holder by which the CSA

Holder is invited by the Purchaser to enter into the Order;

- (p) "Purchaser Indemnified Parties" is defined in section 14;
- (q) "Warranty Period" means in respect of any Goods, the period commencing on the date of Acceptance of such Goods and ending on the date that is no less than one year from that date.

2. Order.

The Order consists only of: (a) these Order terms and conditions, including any requirements incorporated by reference or otherwise within the Order terms and conditions; (b) the requirements set out by the Purchaser in the Executed Purchase Request (c) the pricing as set out in the Executed Purchase Request; and (d) other documents expressly referenced by a CSA Holder in the Executed Purchase Request to the extent they are not in conflict with, but contemplated by the Executed Purchase Request requirements. The Purchaser's acceptance of, or payment for, the Goods and Associated Services will not constitute Purchaser's acceptance of any additional or different terms in any Executed Purchase Request, unless otherwise accepted in writing by the Purchaser. If there is any conflict or inconsistency between the documents constituting this Order, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this Section 2.

3. Delivery of Goods and Associated Services.

- a. The Contractor agrees to supply and deliver the Goods to the Purchaser and to perform the Associated Services, as applicable, on the terms set out in this Order.
- b. The Contractor shall, at its own expense, pack, load, and deliver Goods to the Delivery Location and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions set out in the Order or otherwise provided to the Contractor by the Purchaser in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable Executed Purchase Request or otherwise agreed to in writing by Purchaser.
- c. Time is of the essence with respect to delivery of the Goods and performance of Associated Services, if any. Goods shall be delivered by the applicable Delivery Date. The Contractor must immediately notify the Purchaser if the Contractor is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, the Purchaser may, upon notice to the Contractor, cancel or change an Order, or any portion thereof, for any reason, including, without limitation, for the convenience of the Purchaser or due to failure of the Contractor to comply with this Order, unless otherwise noted.
- d. Title and risk of loss or damage shall pass to the Purchaser upon receipt of Goods at the Delivery Location, unless otherwise agreed to by the Purchaser in writing. The Purchaser has no obligation to obtain insurance while Goods are in transit from the Contractor to the Delivery Location.
- e. The Contractor shall follow all instructions of the Purchaser and cooperate with the Purchaser's customs broker as directed by the Purchaser (including by providing requested shipping documentation) with respect to all Goods that originate from sources or suppliers based outside Canada. The Contractor shall comply with all the requirements of the Canada Border Services Agency (or any successor organization) with respect to the importation of Goods from outside Canada.

4. Inspection; Acceptance and Rejection.

- a. All shipments of Goods and performance of Associated Services, if applicable, shall be subject to the Purchaser's right of inspection. The Purchaser shall have **sixty (60) calendar days (the Inspection Period)** following the delivery of the Goods at the Delivery Location or performance of the Associated Services, if applicable, to undertake such inspection, and upon such inspection the Purchaser shall either accept the Goods or Associated Services ("**Acceptance**") or reject them. The Purchaser shall have the right to reject any Goods that are:

- i. delivered in excess of the quantity ordered;
 - ii. damaged or defective;
 - iii. counterfeit;
 - iv. short of the quantity ordered; or
 - v. are not in conformance with the requirements or any term set out in the Executed Purchase Request or these Order Terms and Conditions.

- b. Transfer of title to the Purchaser of Goods shall not constitute the Purchaser's Acceptance of those Goods. The Purchaser shall provide the Contractor within the Inspection Period notice of any Goods or Associated Services that are rejected, together with the reasons for such rejection. If the Purchaser does not provide the Contractor with any notice of rejection within the Inspection Period, then the Purchaser will be deemed to have provided Acceptance of such Goods or Associated Services. The Purchaser's inspection, testing, or Acceptance or use of the Goods or Associated Services hereunder shall not limit or otherwise affect the Contractor's warranty obligations hereunder with respect to the Goods or Associated Services, and such warranties shall survive inspection, test, Acceptance and use of the Goods or Associated Services.

- c. The Purchaser shall be entitled to return rejected Goods to the Contractor at Contractor's expense and risk of loss for, at the Purchaser's option, either: (i) full credit or refund of all amounts paid by the Purchaser to the Contractor for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by the Purchaser. Title to rejected Goods that are returned to the Contractor shall transfer to the Contractor upon such delivery and such Goods shall not be replaced by the Contractor except upon written instructions from the Purchaser. The Contractor shall not deliver Goods that were previously rejected on grounds of non-compliance with this Order, unless delivery of such Goods is approved in writing by the Purchaser in advance.

- d. Notwithstanding the Purchaser having received possession of the Goods and without limiting the Purchaser's rights in section 4, the Purchaser will not have accepted the Goods until the Purchaser's Qualified Receiver (as defined in the Purchaser's Core Policy and Procedures Manual) has completed the steps assigned to the Qualified Receiver set out inc. 4.3.2 of the Purchaser's Core Policy and Procedures Manual.

- e. In addition to the foregoing provisions of this section 4, at the request of the Purchaser, the Contractor will enter into an amendment of the Order with the Purchaser to reflect any of the circumstances set out in this section 4.

5. Price/Payment Terms.

Prices for the Goods and Associated Services, if any, will be set out in the applicable Order as incorporated through the Executed Purchase Request. Price increases or charges not expressly set out in the Order shall not be effective unless agreed to in advance in writing by Purchaser. The Contractor will issue all invoices on a timely basis. In order to obtain payment, all invoices delivered by the Contractor must meet the Purchaser's requirements, and at a minimum shall reference:

- a. the Contractor's legal name and address;
- b. the date of the invoice;
- c. the quantity and price of Goods delivered and for which payment is sought;
- d. a statement of any credits or deposit amounts to the Purchaser's account which the Purchaser may apply or which may have been applied if previously agreed by the parties to offset amounts owing by the Purchaser in respect of the Goods under the invoice;
- e. the Contractor's calculation of all applicable taxes payable by the Purchaser in relation to the Goods;
- f. a reference to the CSA, CSA# and the Order Number;
- g. an invoice number for identification; and
- h. any other billing information reasonably requested by the Purchaser.

The price set out in the Executed Purchase Request is the maximum amount which the Purchaser is obliged to pay to the Contractor for fees and expenses under this Order (exclusive of any applicable taxes). The Purchaser will pay the undisputed portion of properly rendered invoices sixty (60) calendar days from the invoice date. The Purchaser shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Order nor shall any interest be charged on such amounts. Notwithstanding the foregoing, the Purchaser agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein. If applicable, the Purchaser's obligation to pay money to the Contractor is subject to the *Financial Administration Act* [RSBC 1996] CHAPTER 138, which makes that obligation subject to an appropriation being available in the fiscal year of the Purchaser during which payment becomes due. Unless otherwise specified in this Order, all references to money or price are to Canadian dollars.

6. Taxes.

Unless otherwise stated in an Order, all prices or other payments stated in the Order are exclusive of any taxes. The Contractor shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). Purchaser will pay all applicable taxes to the Contractor when the applicable invoice is due. The Contractor will remit all applicable taxes to the applicable government authority as required by applicable laws. Notwithstanding any other provision of this Order, the Purchaser may withhold from all amounts payable to the Contractor all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws. The Contractor must:

- a. apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Order that the Purchaser has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Order; and
- b. immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Purchaser.

7. Hazardous Materials.

The Contractor agrees to provide, upon and as requested by the Purchaser, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Associated Services do not require the use of, any particular hazardous substances specified by the Purchaser.

8. Legal Compliance.

In the performance of the Contractor's obligations under this Order, the Contractor shall at all times comply with all applicable laws and rules including federal, state and/or provincial, and municipal laws, and regulations as well as all provincial policies, standards, and codes (including as they may be updated from time to time). Without limiting the generality of the foregoing, the Contractor must comply with, and must ensure that any subcontractors comply with, the *Criminal Records Review Act* in British Columbia and all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, or any other regulation or order issued by the Ministry of Health. The Contractor shall obtain all applicable permits, licences, exemptions, consents and approvals required for the Contractor to manufacture and deliver the Goods and perform the Associated Services.

9. Warranties.

- a. **Goods Warranties.** The Contractor warrants to the Purchaser that during the Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by the Purchaser, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the requirements set out in Appendix A of the CSA, and the Executed Purchase Request; (vi) free from any liens or encumbrances on title whatsoever; (vii) in

conformance with any samples provided to the Purchaser; and (viii) compliant with all applicable laws and rules including federal, state and/or provincial, and municipal laws, regulations, standards, and codes.

- b. **Associated Service Warranties.** The Contractor shall perform all Associated Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Associated Services under this Order; (ii) in accordance with all requirements and all the Purchaser policies, guidelines, by-laws and codes of conduct applicable to the Contractor; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Associated Services. The Purchaser may object to any of the Contractor's personnel or any subcontractor(s) engaged in the performance of Associated Services who, in the reasonable opinion of the Purchaser, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Contractor shall promptly remove such personnel or subcontractor(s) from the performance of any Associated Services upon receipt of such notice, and shall not re-employ the removed person or subcontract the removed subcontractor(s) in connection with the Associated Services without the prior written consent of the Purchaser.
- c. **Intellectual Property Warranty.** The Contractor further warrants to the Purchaser that at all times all Goods and/or Associated Services will not be in violation of or infringe any Intellectual Property Rights of any person.
- d. **Manufacturer Warranties.** The Contractor shall assign to the Purchaser all manufacturer's warranties for Goods, whether or not manufactured by or for the Contractor, and, if the Contractor is not the manufacturer, shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to the Purchaser.

10. Warranty Remedies.

- a. In the event of breach of any of the warranties in section 9(a) or 9(b), and without prejudice to any other right or remedy available to the Purchaser (including the Purchaser's indemnification rights hereunder), the Contractor will, at the Purchaser's option and the Contractor's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Associated Services, within 10 calendar day(s) after written notice by the Purchaser to the Contractor of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and /or Associated Services, transport the Goods from the Purchaser to the Contractor, and return shipment to the Purchaser, and costs resulting from supply chain interruptions, will be borne by the Contractor. If Goods are corrected or replaced or Associated Services are re-performed, the warranties in section 9(a) and 9(b) will continue as to the corrected or replaced Goods for a further Goods Warranty Period commencing on the date of Acceptance of the corrected or replaced Goods by the Purchaser. If the Contractor fails to repair or replace the Goods within the time periods required above, the Purchaser may repair or replace the Goods at the Contractor's expense.
- b. In the event that any Goods provided by the Contractor to the Purchaser are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, the Contractor shall, at its own option and expense, without prejudice to any other right or remedy of the Purchaser (including the Purchaser's indemnification rights hereunder), promptly provide the Purchaser with a commercially reasonable alternative, including the procurement for the Purchaser of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to the Purchaser, or the modification of such Goods (without affecting functionality) to render them non- infringing.

11. Clear of Liens and Encumbrances. All Goods and/or Associated Services shall vest in the Purchaser free and clear of all liens and encumbrances on receipt of payment by the Contractor for the Goods.

12. Public Announcements.

The Contractor will not make any public announcement relating to this Order without the prior written approval of the Purchaser or as required by law. Without restricting the generality of the foregoing, the Contractor will submit to the Purchaser for its prior written approval all advertising, written sales promotion, press releases, public notices and all other publicity matters or materials relating to this Order, or in which the Purchaser's name, mark, or logo is mentioned or language from which the connection of said name, mark or logo may be inferred or implied, and will not publish or use such advertising, written sales promotion, press releases, public notices or any other publicity matters or materials without prior consultation with and the written approval of the Purchaser, such approval not to be unreasonably withheld. Notwithstanding the foregoing, the Contractor may include the Purchaser's name and a factual description of the work performed under this Order only on employee bulletin boards, in internal business planning documents and whenever otherwise required by reason of legal, accounting or regulatory requirements.

13. Insurance. The Contractor represents and warrants to the Purchaser that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of services similar to the Associated Services provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all-risk contractors' equipment insurance, and automobile liability insurance).

14. Workers Compensation. Without limiting the generality of section 8 the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Order, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

15. Personal optional protection. The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- a. the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- b. such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

16. Evidence of coverage. Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 14 and 15.

17. Indemnities. The Contractor shall indemnify, defend (subject to the *Attorney General Act* [RSBC 1996] CHAPTER 22 and the *Crown Proceeding Act* [RSBC 1996] CHAPTER 89) and hold harmless the Purchaser, and its, employees and agents (the "**Purchaser Indemnified Parties**") from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Purchaser Indemnified Parties or any of them (each a "Loss") arising out of:

- a. death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods, or from the failure of the Goods to comply with the warranties hereunder;
- b. any claim that the Goods infringe or violate the Intellectual Property Rights or other rights of any person;
- c. any intentional, wrongful or negligent act or omission of Contractor or any of its agents, employees or subcontractors;
- d. Contractor's breach of any of its obligations under this Order; or
- e. any liens or encumbrances relating to any Goods or Services.

- 18. Limitation of Liability.** WITHOUT LIMITING CONTRACTOR'S OBLIGATIONS UNDER SECTION 17, IN NO EVENT WILL THE PURCHASER BE LIABLE TO THE CONTRACTOR OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THIS ORDER.
- 19. Independent Contractors.** The Contractor will perform its obligations under the Order as an independent contractor and in no way will the Contractor or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of the Purchaser. The Contractor and its employees will have no authority to represent the Purchaser or its employees or agents or bind the Purchaser or its employees or agents in any way, and neither the Contractor nor its employees or agents will hold themselves out as having authority to act for the Purchaser, its employees or agents.
- 20. Subcontractors.** The Contractor may not subcontract any of its obligations under this Order without the express written consent of the Purchaser excepting where subcontractors are included in the Executed Purchase Request, and such subcontractors are limited to providing Associated Services. No subcontract, whether consented to by the Purchaser or not, will relieve the Contractor from any of its obligations under this Order and the Contractor shall ensure that any subcontractor(s) comply with section 10(b).
- 21. Further Assurances.** The parties shall enter into such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Order and every part thereof.
- 22. Severability.** If any provision of this Order is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
- 23. Waiver.** No waiver of any provision of this Order shall be enforceable against that party unless it is in writing and signed by that party.
- 24. Assignment.** The Contractor may not assign or subcontract this Order, in whole or in part, without the Purchaser's prior written consent. The Contractor's permitted assignment or subcontracting of this Order or any part thereof will not release the Contractor of its obligations under this Order, and it will remain jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts or omissions of any subcontractors of the Contractor will be deemed to be the acts and omissions of the Contractor. The Purchaser may assign to any person any of the Purchaser's rights under this Order and may assign to any "government corporation", as defined in the *Financial Administration Act* [RSBC 1996] CHAPTER 138, any of the Purchaser's obligations under this Order upon providing written notice to the Contractor. This Order shall enure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators, assigns or successors.
- 25. Cumulative Remedies.** Subject to Section 16, the rights and remedies of the Purchaser in this Order are cumulative and in addition to any other rights and remedies at law or in equity.
- 26. Survival.** Any provision of this Order which expressly or by implication from its nature is intended to survive the termination or completion of the Order will continue in full force and effect after any termination, expiry or completion of this Order.
- 27. Interpretation.** The headings used in this Order and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular include the plural and vice versa; words importing gender include all genders. References in this Order to articles, sections, schedules, exhibits, appendices, and other subdivisions are to

those parts of this Order. Where this Order uses the word [{"including," it means "including without limitation," and where it uses the word "includes," it means [{"includes without limitation.

- 28. Governing Law.** This Order, and any disputes or claims arising out of or in connection with its subject matter are to be governed by, interpreted and construed in accordance with the laws of British Columbia and the federal laws of Canada as they apply in British Columbia, excluding any conflict of law rules providing otherwise and excluding the application of the United Nations Convention on Orders for the International Sale of Goods and the *International Sale Of Goods Act* [RSBC 1996] CHAPTER 236. The parties irrevocably attorn to the jurisdiction of the courts of British Columbia in Victoria, which will have non-exclusive jurisdiction over any matter arising out of this Order.
- 29. Electrical/Electronic Components and Equipment.** All electrical/electronic components or equipment must comply with applicable Province and other applicable regulatory and legislative frameworks regarding devices and electrical safety, *e.g.*, without limitation, CSA or ULC requirements and conform to the industry standards and all other applicable legislative requirements.
- 30. Language.** All communications under this Order and any related documentation are required to be in English.
- 31. Notices.** Any notice contemplated by this Order, to be effective, must in in writing and delivered as follows:
- a. By hand to the addressee's contact address specified in the Executed Purchase Request, in which case it will be deemed to be received on the day of its delivery;
or
 - b. By email to the addressee's contact email address specified in the Executed Purchase Request, if any, in which case it will be deemed to be received on the day on which it is emailed or transmitted electronically provided the notice must be transmitted in a form: capable of being read without the need to obtain new software, stored indefinitely, forwarded and printed by the addressee contact.
- 32. Confidentiality.** The Contractor must treat as confidential all information obtained by the Contractor; or any of its employees or subcontractors, (whether obtained verbally, electronically or otherwise) as a result of this Order, and not permit its disclosure or use without the Purchaser's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Order or to comply with applicable laws; or
 - (b) if it is information that is generally known to the public other than as result of a breach of this Order.

Additional Terms. If the Goods include any items, components or services that require the Purchaser to enter into a license or other type of agreement in any form whatsoever (including click agree or shrink wrap), the Purchaser reserves the right to negotiate any such form of agreement and/or terms and conditions prior to or after forming the Order.

Appendix E –Tax Verification

1. In this Appendix:
 - a) **“Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **“Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this CSA, the CSA Holder provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the CSA Holder must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this CSA, the CSA Holder acknowledges and agrees that any extension or renewal of this CSA is conditional upon the Province having, or receiving from the CSA Holder in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.