

WORKING TO MAKE A DIFFERENCE

Payment: WorkSafeBC payment terms are net 30 days of the invoice date and shall be in Canadian funds, unless stated otherwise.

Right of Set-Off: If, under this Agreement/Purchase Order, or any document delivered under this Agreement/Purchase Order, WorkSafeBC becomes obligated or liable to pay any money to the Contractor, that sum may at the election of WorkSafeBC, and without limiting or waiving any right or remedy against the Contractor, hereunder be set-off against and applied to any amounts which are due and owing by the Contractor to WorkSafeBC pursuant to the Workers Compensation Act, until that amount has been completely set-off.

Invoicing: All invoices must reference this Agreement/Purchase Order number to facilitate payment. Invoices must be an original as the WorkSafeBC will not accept any invoice copies for payment, unless authorized by WorkSafeBC and should be addressed to the WorkSafeBC Corporate Accounting Department, PO Box 5350, Vancouver, BC V6B 5L5, Phone # 604-231-8506. The Contractor shall not charge interest and no interest shall be payable by WorkSafeBC.

Invoice Discrepancies: WorkSafeBC reserves the right to return invoices containing discrepancies for correction and/or re-invoicing.

Taxes: ~GST: WorkSafeBC is not subject to the Goods and Services Tax ("GST"). The Goods and/or Services provided under this Agreement/Purchase Order are for the use of, and are being purchased by, WorkSafeBC.

~PST: WorkSafeBC is subject to the Provincial Sales Tax ("PST"), where applicable.

Acceptance of this Agreement/Purchase Order: This Agreement/Purchase Order is an offer to purchase upon the Terms and Conditions and at the prices stated.

Prices: All prices shown herein are firm prices unless stated otherwise. If this Agreement/Purchase Order allows escalation, submit revised quotation for approval if escalation occurs. Do not invoice until escalation is approved. It is understood that WorkSafeBC is to have the benefit of any reduction in price of any article on this Agreement/Purchase Order that may occur between the dates of placing and shipping. Prices charged to WorkSafeBC will not be in excess of the lowest price/rate charged anyone else, including the Contractor's most favored customer.

Conflict of Interest: The Contractor shall have no financial interest, directly or indirectly in the business of any third party that will be or be seen to be a conflict of interest in carrying out the supply of Goods to WorkSafeBC. The Contractor will notify WorkSafeBC forthwith of any conflict.

Confidentiality and Freedom of Information: In this Agreement/Purchase Order Information includes "record" and "personal information" as defined in B.C. *Freedom of Information and Protection of Privacy Act* (FIPPA). Any Information supplied by the Contractor to WorkSafeBC and any Information supplied by WorkSafeBC to the Contractor under this Agreement/Purchase Order is subject to FIPPA.

The Contractor shall comply with Schedule A and will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement/Purchase Order will not, without the prior written consent of WorkSafeBC, publish, release or disclose or permit to be published, released or disclosed, any Information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement/Purchase Order except as required by law. In such instances, the Contractor shall advise WorkSafeBC prior to disclosing the information. The Contractor further agrees the collection, use, storage, access and disposal of the Information shall be in compliance with the FIPPA and in particular with Part 3 of FIPPA. The confidentiality requirement is not avoided by removing references to names or other identifying Information. Any violation of this confidentiality requirement or any breach of any relevant privacy legislation constitutes a fundamental breach of this Agreement/Purchase Order and gives rise to an immediate right on the part of WorkSafeBC to terminate this Agreement/Purchase Order and may result in WorkSafeBC taking legal action against the Contractor. The decision to terminate this Agreement/Purchase Order or to seek an alternative remedy shall be in the sole discretion of WorkSafeBC. When any Information is no longer required by the Contractor to carry out the Agreement/Purchase Order or as required by law it shall be returned to WorkSafeBC or destroyed in accordance with the standards set by FIPPA.

The Contractor will allow WorkSafeBC to disclose Information in accordance with FIPPA. If disclosure of any portion of any Information may cause harm to the Contractor, the Contractor must provide details of the harm in accordance with section 21 of the FIPPA.

Any Information or records retained by the Contractor should be securely stored and measures must be in place to restrict access to authorized personnel only. Measures should be taken to protect information and records from fire, flood, natural disaster, criminal activity or unauthorized access to systems and data.

All employees of the Contractor working on the contract will be informed of and understand the privacy standards set by FIPPA. The Contractor shall identify an employee who is responsible for ensuring compliance with the privacy standards set by FIPPA.

Assignment and Sub-Contracting: The Contractor will not assign and/or sub-contract this Agreement/Purchase Order or any obligation either directly or indirectly under this Agreement/Purchase Order, without the prior written approval of WorkSafeBC.

Compliance: The Contractor agrees to comply with all applicable laws, regulations, codes, standards and/or requirements of CSA and/or ULC, all Federal, Provincial and Territorial authorities, and all other authorities having jurisdiction, and that performance of this Agreement/Purchase Order shall be in accordance with the above.

Assessment Registration: If under the Workers Compensation Act of British Columbia, the Contractor must be registered with WorkSafeBC, as a condition of this Agreement/Purchase Order the Contractor is required to maintain their account in good standing with WorkSafeBC. It is the responsibility of the Contractor to determine their registration status. For further information contact WorkSafeBC Employer Registration at (604) 244-6182 or www.worksafebc.com.

Non-Waiver: No provision of this Agreement/Purchase Order and no breach by either party of any such provision will be deemed to have been waived by the other party unless such waiver is in writing and signed by the other party. The written waiver by either party of any breach by the other party of any provision of this Agreement/Purchase Order will not be deemed a waiver of any subsequent breach by that party of the same or any other provision of this Agreement/Purchase Order.

Force Majeure: Neither party will be liable for any failure or delay to perform that party's obligations resulting from any cause beyond that party's reasonable control, including but not limited to fires, explosions, floods, strikes, work stoppages or slow downs or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities, inability to obtain any license or consent necessary in respect of use with any telecommunications facilities, or delays caused by carriers, contractors or material shortages.

Cancellation: WorkSafeBC reserves the right to cancel all or any part of this Agreement/Purchase Order if materials, services, or deliveries are not in accordance with the specifications identified herein. Such cancellation may be without notice and shall not result in any penalty or other charges to WorkSafeBC. In addition, WorkSafeBC shall reserve the right to terminate this Agreement/Purchase Order at their sole discretion upon **thirty (30) days** notice.

Governing Law/Jurisdiction: This Agreement/Purchase Order will be governed by and construed in accordance with the laws of the Province of British Columbia, and each of their parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia in regard to any and all disputes arising out of or in connection with this Agreement/Purchase Order.

Entire Agreement: This document, and any Schedules, and Terms and Conditions attached constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement/Purchase Order.

Variation of Agreement: This Agreement/Purchase Order will not be varied unless in writing and signed by both parties. Any notice, consent, waiver, statement or contractual correspondence should be directed to the Manager, Corporate and Health Care Purchasing; WorkSafeBC, 6951 Westminster Hwy., Richmond, BC, V7C 1C6.

WHMIS: All products purchased by WorkSafeBC are considered to be required for use in a workplace. Therefore, full compliance for all labeling and information requirements of the Workplace Hazardous Materials Information Systems (WHMIS) Legislation for controlled products is required. All shipments must be accompanied by a material safety data sheet. Shipments of goods which do not comply with these requirements will be returned to the Contractor at their expense.

Warranty: Notwithstanding the Manager, Corporate and Health Care Purchasing acceptance of right of inspection, and/or any other terms or conditions provided in this Agreement/Purchase Order, the Contractor warrants that all articles furnished hereunder are free from any defects in design, materials and workmanship, and that the articles fully comply with specifications, and that articles are suitable and fit for the use intended by WorkSafeBC.

Inspection: All material and workmanship shall be subject to inspection by WorkSafeBC. The Manager, Corporate and Health Care Purchasing reserves the right to reject any materials which do not comply with the specifications of this Agreement/Purchase Order or which contain defective material or workmanship. Rejected materials will be returned at the expense of the Contractor. The Contractor shall bear all risk in relation to rejected materials, no title or property therein having passed, or being deemed to have passed to this Agreement/Purchase Order with respect thereto notwithstanding any other express or implied terms of condition of sale.

Infringement: The Contractor warrants that the goods described herein, and the sale or use of them will not infringe on any patent and the Contractor covenants that it will defend at its own cost and expense, every action which may be brought against WorkSafeBC or those selling or using purchased product for any alleged infringement of any patent by reason of the sale or use of such articles. The Contractor agrees to pay all costs, damages, fines and profits recoverable in any such action or to indemnify WorkSafeBC from such costs, damages, fines, and profits claimed from WorkSafeBC in any such action.

Indemnity: The Contractor will indemnify and save harmless WorkSafeBC from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by WorkSafeBC at any time where the same are based upon or arise out of anything done or omitted to be done by the Contractor.