



Standard Purchase Order Terms & Conditions

Regional District of Central Okanagan

1450 KLO Road, Kelowna, BC. V1W 3Z4

Version Date: August 2026

1. Application of these Standard Purchase Order Terms & Conditions:

These Standard Purchase Order Terms and Conditions ("T&C"), when incorporated by reference into any duly issued Regional District of Central Okanagan (the "District") Purchase Order (a "PO"), shall be binding on the Supplier. The Supplier shall be considered to have accepted these T&C when: a) the Supplier is in receipt of a PO that states the T&C apply; and b) the Supplier commences the supply of Goods and/or Services stated on the PO.

2. Complete Agreement:

The PO, including these T&C, plus any other documents listed on the PO ("PO Contract Documents"), shall constitute the entire contract ("Agreement") between the parties for the Goods and/or Services covered by the PO. No revisions or modifications of the terms of the PO shall be binding on the District unless given in writing by an authorized representative of the District and confirmed by a written and signed amendment to the PO.

These T&C shall take precedence over any terms and conditions that may be contained in, or referenced on, a Supplier's quotation unless noted otherwise on the PO.

3. Definitions:

In these T&C, in addition to the words defined above and elsewhere in this Agreement,

- a) "Delivery Date" means the last date for delivery of Goods or completion of the Services, as specified in the PO Contract Documents.
- b) "District Representative" means the contact-person for the District as specified on the PO.
- c) "Goods" means the goods, products, or equipment, and including any ancillary Services thereof, to be supplied by the Supplier as specified in the PO and PO Contract Documents.
- d) "Government Approvals" means any licenses, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Goods or Services.
- e) "Government Authority" means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.
- f) "Price" means the purchase price that the District shall pay the Supplier as compensation for the Goods or Services, in accordance with the terms of the Agreement. The Price is specified on the PO.
- g) "Services" means the services, including any Goods as applicable, to be provided by the Supplier as specified in the PO and PO Contract Documents.
- h) "Specifications" means the specifications for the Goods or Services as detailed in the PO and the PO Contract Documents.
- i) "Standards" means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Goods or Services, as they are in force from time to time or in the latest current version, as the case may be.
- j) "Supplier" means the legal entity or person named on the Purchase Order, that contracts with the District to supply the Good or Services as detailed in the PO Contract Documents.
- k) "Supplier Personnel" means any individuals identified by name in the PO Contract Documents, and any individuals employed or otherwise engaged by the Supplier to perform Services with the prior consent of the District.

4. Supplier's General Obligations:

- a) The Supplier shall supply the Goods or perform the Services, as applicable, and shall do so in accordance with all Standards and the terms and conditions of the Agreement.
- b) The Supplier shall:
 - i. ensure that the Goods are designed and manufactured to meet the Specifications, all applicable Standards and any other requirements of this Agreement;
 - ii. supply all labour, machinery, equipment, tools, supplies, material, labour and other services and things necessary to perform the Goods or Services in accordance with the Agreement;
 - iii. obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
 - iv. perform promptly and safely all of its obligations under the Agreement;
 - v. be just and faithful in the performance of its obligations under the Agreement, in its dealings with the public and in its dealings with the District, and the District Representative; and
 - vi. pay all costs and expenses associated with performing the Goods or Services, in accordance with its obligations under the Agreement.

5. Performance Schedule:

- a) The Supplier shall perform any Services in accordance with the schedule or milestone deliverables dates specified in the Agreement.
- b) The Supplier shall deliver any Goods to the District, in accordance with the requirements of the Agreement, by no later than the Delivery Date.

6. Supplier Personnel:

- a) The Supplier shall use only the Supplier Personnel to perform the Services to be performed by such Supplier Personnel as identified in the Agreement, unless otherwise approved in writing by the District Representative.
- b) The Supplier represents and warrants to, and covenants with, the District that the Supplier and the Supplier's employees who perform any Services, including the Supplier Personnel, have and shall have the education, training, skill, experience and resources necessary to perform the Services in accordance with the Agreement and the Supplier acknowledges and agrees that the District has entered into the Agreement relying on the representations, warranties and covenants in this section.

7. District Representative:

- a) The District appoints the District Representative as the only person authorized by the District to communicate with the Supplier in respect of the Agreement.

8. Remuneration & Reimbursement:

- a) The District shall pay the Supplier for the supply of the Goods or Services, in accordance with the Price and payment terms stated in the Agreement. Where a "Not to Exceed a Total" or "Fixed Fee" or "Lump Sum Price" amount is specified on the PO, the Supplier shall not be entitled any compensation above the stated amount whatsoever, unless a written and signed amendment to the PO has been issued by the District. The Supplier shall not be entitled to any compensation whatsoever from the District, including reimbursement for Supplier costs and expenses, except as set out in the Agreement and as may otherwise be approved by the District Representative by way of a written amendment to the PO.

- b) Except as expressly provided in the Agreement, the Supplier shall be solely responsible for all costs and expenses associated with supply the Goods or Services and the Supplier's other obligations under the Agreement, including costs of manufacturing, assembly, storage, labour, supervision, management, overhead, insurance, equipment, transportation, travel, fuel, delivery, tools, supplies and materials, office expenses, brokerage costs, import duties and taxes (except GST and PST as applicable).
- c) Unless as otherwise noted on the PO, the Price for Goods shall include delivery and carriage to the Regional District of Central Okanagan, 1450 KLO Road, Kelowna, BC, as per the Incoterms 2020 definition "DDP" (Delivered Duty Paid).

9. Taxes:

The District shall be responsible for paying any GST and PST payable by the District as purchaser of the Goods or Services.

10. Invoices & Payment:

- a) The Supplier may deliver invoices to the District at such times and for such amounts as may be specified in the Agreement. If and to the extent the District Representative is satisfied that an invoice is properly due and payable in accordance with the Agreement and is for Goods or Services satisfactorily performed by the Supplier, the District Representative shall approve of the invoice or a portion thereof and the District shall pay the Supplier the approved portion of the invoice within 30 days after receipt of such invoice by the District.
- b) Invoices must be sent by email to ap@rdco.com and must show the PO reference # plus an itemized list of the tasks or items with respect to which payment is claimed, with such specification as may be required by the District Representative.

11. Certificate of Acceptance, Title and Risk:

- a) Following delivery of Goods to the District in accordance with the Agreement, the District Representative, together with such other District employees, contractors, consultants and advisors as the District Representative considers advisable, shall inspect the Goods and if the District Representative is satisfied with such visual inspection that the Goods meet the requirements of the Agreement, the District Representative shall confirm the District's acceptance of the delivery by issuing an email to the Supplier with a subject heading including the PO Number and the words 'Certificate of Acceptance'. This shall be defined as a "Certificate of Acceptance".
- b) For clarity, no inspection of the Goods by the District Representative or any District employees, contractors, consultants and advisors shall affect the Supplier's obligations under the Agreement, nor shall issuance of the Certificate of Acceptance affect such Supplier obligations, including the Supplier's obligation to ensure the Goods meet the Specifications, all applicable Standards and all other requirements of the Agreement.
- c) Title to the Goods shall remain vested in the Supplier, and the Goods shall remain at the Supplier's risk, until the District Representative has issued a Certificate of Acceptance.
- d) Upon issue of a Certificate of Acceptance, title to the Goods shall automatically vest in the District and the Supplier shall promptly execute such documents as may be required by the District Representative to evidence the transfer of ownership and title from the Supplier to the District.

12. Goods Warranty:

The Supplier warrants that:

- a) The Goods shall be manufactured in accordance with, and shall meet, the Specifications and all applicable Standards,
- b) the Goods shall, on delivery to the District, be free of all defects and deficiencies;
- c) upon issuance of the Certificate of Acceptance, plus payment of the Price in accordance with the Agreement, the District shall have and enjoy quiet possession of the Goods and the Goods shall be free from any charge or encumbrance in favour of any third party; and
- d) the Goods shall be fit for the District's proposed use of the Goods as set out in the Agreement.

13. Manufacturer Warranties & Operating Manuals:

Prior to the issuance of the Certificate of Acceptance, the Supplier shall deliver to the District Representative:

- a) all warranties provided by the manufacturers of components of the Goods, including any warranties specifically required in the Specifications,
- b) such documentation as the District Representative may require in order to assign the warranties under the preceding paragraph to the District, duly executed by the Supplier, and
- c) all operating manuals pertaining to the Goods.

14. Indemnity:

The Supplier shall indemnify, and save harmless, the District, and its elected and appointed officials, employees, Suppliers and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any wilful or negligent act or omission, or other actionable wrong, on the part of the Supplier, its employees, suppliers or agents, connected with the performance or breach of the Agreement by the Supplier. The Supplier's obligations under this section shall survive the expiry or earlier termination of the Agreement.

15. Insurance Requirements:

Without limiting any of its obligations or liabilities under the Agreement, the Supplier shall obtain and maintain during the currency of the Agreement, the following minimum insurance coverages:

- a) Commercial General Liability Insurance in sufficient amounts and description to protect the Supplier, its subcontractors, the District and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under the Agreement. The limit of such Commercial General Liability Insurance will not be less than \$2,000,000 per occurrence. Such insurance shall extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- b) Automotive Liability Insurance for all motorized vehicles (owned and not owned) used in the provision of the Goods or Services, including third party legal liability insurance in an amount not less than \$2,000,000 per occurrence.

16. Workers Compensation:

The Supplier shall, at all times, in providing the Good or Services and otherwise performing its obligations under the Agreement, comply with the *Workers Compensation Act* and all regulations and orders from time to time in force thereunder, including Occupational Health and Safety Regulations, and, upon request from the District, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

17. Termination for Default:

The District may terminate all, or any part of, the Good or Services or Agreement, by giving notice of termination to the Supplier, which is effective upon delivery of the notice, if:

- a) the Supplier breaches the Agreement and the Supplier has not cured the breach, within five days after written notice of the breach is given to the Supplier by the District; or
- b) the Supplier becomes bankrupt or insolvent, a receiving order is made against the Supplier, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Supplier, or the Supplier takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the District, if the District terminates part or all of the Goods or Services or Agreement under this section, the District may arrange, upon such terms and conditions and in such manner as the District considers appropriate, for performance of all or any part of the Goods or Services remaining to be completed, and the Supplier shall be liable to the District for any expenses reasonably and necessarily incurred by the District in engaging the services of another person to perform those Goods or Services (including the amount by which the fees, disbursements and other costs payable by the District exceed those that would have been payable to the Supplier for completion of the Goods or

Services under the Agreement). The District may set off against, and withhold from amounts due to the Supplier, such amounts as the District estimates shall be required to cover the District's costs of correcting any breaches of the Supplier's obligations under the Agreement and to be incurred by the District to complete all or any part of the Goods or Services. Without limiting the rest of this section, if the District terminates the Agreement before issuance of the Certificate of Acceptance; the District may elect not to accept or complete the purchase of the Goods, in which case the Supplier shall repay all amounts paid by the District to the Supplier pursuant to this Agreement within 21 days following notice from the District of such election.

18. Copyright and Intellectual Property:

- a) The Supplier irrevocably grants to the District an unrestricted licence for the District to use and make copies of for the District's purposes and activities any work whatsoever generated by or on behalf of the Supplier in performing the Goods or Services in which copyright may exist, including all drawings, plans, specifications, reports and other documents produced by or for the Supplier in connection with the Goods or Services and the foregoing license shall include the right to adopt, use and modify such work for any purpose and the Supplier hereby waives any moral rights the Supplier may have in relation to such work. Without limiting the foregoing, the Supplier irrevocably grants to the District the unrestricted licence for the District to use for the District's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licences granted by this section shall survive the expiry or earlier termination of this Agreement.
- b) The Supplier shall deliver to the District, upon request and at no additional cost to the District, at least one complete set of all drawings, estimates, programs and other documents produced in connection with the Goods or Services, on a compact disk (CD) in Microsoft Office format.

19. District Information - Confidentiality:

- a) The Supplier shall treat with confidence, and will not, without the prior written consent of the District Representative, disclose to anyone other than its employees who are performing the Goods or Services, or provide anyone (other than such employees) directly or indirectly with access to, any records, reports, studies, documentation, plans and copies thereof, and any other information whatsoever, supplied from time to time by the District or any of its employees or representatives to the Supplier, or any of its employees or representatives, whether in oral, written, graphic, electronic, machine readable or physical form (other than information that is already in the public domain).
- b) If required by the District Representative, the Supplier shall, and shall cause any employees engaged in performing any of the Services to, execute a confidentiality agreement in such form as may be required by the District Representative acting reasonably in respect of the Services.

20. Supplier Confidential Information:

The Supplier acknowledges and agrees that the District is subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act* (FOIPPA) under which the District may be obligated to provide a person with access to any record (as defined in FOIPPA) in the custody or under the control of the District and that the authority of the District to refuse to disclose a record containing third party confidential information is limited as set out in FOIPPA. If the Supplier considers that information supplied by it to the District in connection with the performance of the Goods or Services is confidential information that should not be disclosed to a person making a request under FOIPPA, the Supplier should identify this information to the District and indicate that the information is supplied in confidence. The Supplier should refer to FOIPPA in this regard and acknowledges and agrees that the District may be required to disclose Supplier information even where the Supplier stipulates that such information is supplied in confidence. The Supplier acknowledges and agrees that any information included in the Agreement is not supplied in confidence.

21. Conflict of Interest:

- a) The Supplier represents and warrants that neither it nor any of its officers, directors, shareholders employees has any financial or personal relationship or affiliation with any District elected official, officer or employee, or any of their immediate family members, that the Supplier has not disclosed in writing to the District prior to the execution of the PO and the Supplier shall notify the District should any such relationship or affiliation arise during the performance of the Goods or Services under the Agreement. If the District at any time discovers the existence of any such relationship or affiliation that was not disclosed to the District before the execution of the PO and that, in the District's opinion, in its sole discretion, gives rise to or may, in the District's opinion, give rise to a conflict of interest, the District may terminate the Agreement effectively immediately upon notice to the Supplier.
- b) Unless approved in writing by the District's Representative, the Supplier shall not, during the performance of Goods or Services, enter into any contract with, or provide services to or for, any person (including any corporation or partnership of any kind) that, in the District's opinion, gives rise to or may give rise to a conflict between the Supplier's duties or loyalty to the District and Supplier's duties or loyalty to such other person. If the District at any time discovers the existence of such contract or service relationship that, in the District's opinion, in its sole discretion, gives rise to or may give rise to such a conflict, the District may terminate the Agreement effectively immediately upon notice to the Supplier.

22. Agreement for Goods or Services:

This is an agreement for the performance of goods or services and the Supplier is engaged under the Agreement as an independent contractor for the sole purpose of providing the goods or services. The Agreement does not create a joint venture or partnership. Neither the Supplier nor any of its employees or contractors is engaged by the District as an agent of the District or has any authority to bind the District in any way whatsoever.

23. Withholding Taxes & GST:

The Supplier will pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Supplier and any of its employees. The Supplier agrees to indemnify and hold harmless the District should the District be required to pay any remittances described above.

24. Subcontracting:

The Supplier shall not subcontract the performance of any of its obligations under the Agreement without the prior written approval of the District Representative in his or her sole discretion.

25. Assignment:

The Supplier shall not assign the Agreement or the benefit hereof without the prior written consent of the District, at its sole discretion.

26. Time is of the Essence:

Time is of the essence of the Agreement.

27. Notices:

Any notice, direction, demand, approval, certificate or waiver (in this section a "Notice") between the parties will be in writing and will be delivered by mail or email addresses to the District Representative and Supplier representative at the email or mail addresses shown on the PO.

28. Law:

The Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

29. Binding on Successors:

The Agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.