

## PURCHASE ORDER – TERMS AND CONDITIONS

### 1. Definitions

“Contract” means these purchase order terms and conditions, as well as any purchase order issued by The Jacques Cartier and Champlain Bridges Incorporated (hereinafter referred to as the “Owner”) or any agreement, including any appendix thereto, signed by the Owner and the Supplier (hereinafter defined) for the supply of goods and the provision of services.

“Supplier” means any person who sells or leases goods or renders services to the Owner, as well as any authorized assignees, successors and assigns of that person under the Contract.

### 2. Exclusivity of the Terms and Conditions

Unless the application thereof is expressly excluded in writing by the Owner, these terms and conditions apply to any Supplier, and form an integral part of any purchase order issued by the Owner to that effect, notwithstanding any terms and conditions of sale of the Supplier that have been specified by the Supplier in any other form and in any other way.

### 3. Prices of the Goods and Services

The prices and rates applicable for the supply of the goods and provision of the services are indicated in the Contract and are fixed and firm for the duration of the Contract. These prices and rates include all applicable fees, duties and taxes, with the exception of GST and QST, as well as packaging, shipping, transportation and delivery of the goods.

### 4. Delivery of the Goods

The Supplier shall deliver the goods at the dates and locations specified by the Owner in the Contract. All delivery slips and invoices shall bear the purchase order reference number, the complete address of the delivery location, both the description of the goods and the quantity of goods delivered, the quantity of goods remaining to be delivered, as well as any other relevant information.

### 5. Risks of Loss, Destruction or Damage

The Supplier shall assume all risks of loss, destruction or damage to the goods until acceptance thereof by the Owner.

### 6. Acceptance of the Goods and Services

The acceptance of the goods that is indicated on a delivery receipt does not constitute an acceptance, by the Owner, of the quality or quantity of the goods delivered. The acceptance or payment of the goods and services by the Owner does not, in any way, relieve the Supplier of its obligations under the Contract nor does it constitute a waiver, by the Owner, of any legal or conventional warranty.

### 7. Representations and Warranties

The Supplier represents and warrants the following to the Owner:

- the Supplier undertakes to supply the goods and provide the services diligently, on time and in accordance with industry standards;
- the goods supplied do not infringe any third party's intellectual property rights.

- the goods are new, of good quality, free from defects or deficiencies and fit for the purposes for which they are to be used;
- the aforementioned warranties are in addition to, and do not replace, the legal warranties.

The goods or services which, in the opinion of the Owner, are defective or do not meet the requirements set out in the Contract shall, at the request of the Owner, be corrected by the Supplier, at the Supplier's expense.

## **8. Billing and Payment**

Once the goods delivered or the services rendered to the complete satisfaction of the Owner, the Supplier shall send the Owner, at the email address indicated on the purchase order, the invoice(s) for the supply of said goods or provision of said services.

All invoices shall specify the purchase order reference number, as well as the details of both the amount due and the applicable taxes.

All invoices will be paid by the Owner within thirty (30) days of the date of receipt of such invoices, which shall meet the requirements set by the Owner for the delivery of the goods or of the services thereby covered.

The Owner reserves the right to request any other relevant supporting document.

## **9. Postponement and Interruption**

The Owner may, at any time, postpone or interrupt, in whole or in part, the performance of the Contract, by simple notice to the Supplier. The Supplier will not have any recourse against the Owner for the loss of anticipated profits or for any other damage directly or indirectly caused by such postponement or interruption.

## **10. Termination**

The Owner may, at any time, terminate the Contract by simple written notice to the Supplier. The Supplier will be paid for any goods delivered and for any services provided to the satisfaction of the Owner prior to the termination date.

The Supplier will not have any recourse against the Owner for the loss of anticipated profits or for any other damage directly or indirectly caused by such termination.

## **11. Confidentiality**

Except where authorized in writing by the Owner, the Supplier shall keep all information relating to this Contract confidential and shall not disclose it to anyone.

## **12. Insurance and Responsibility**

The Supplier shall obtain adequate insurance, at its expense and in the manner provided for in the Contract.

The Supplier undertakes to indemnify and hold harmless the Owner, Her Majesty in right of Canada, as well as their representatives, from and against all claims for loss, damage, expenses (legal, extra-judicial or other), actions, lawsuits or other recourses resulting from the performance of the Contract.

### **13. Force Majeure**

If the Supplier is unable to perform all or part of its obligations on grounds of force majeure, as defined in the Civil Code of Québec, it shall promptly inform the Owner thereof and take all reasonable measures to minimize the consequences of such a situation.

In such as case, the Supplier will be exonerated from any liability resulting from the impossibility, on grounds of force majeure, to perform all or part of its obligations.

### **14. Notices**

Where the Contract requires one of the parties either to give a notice, instructions or any other indication or to submit a request, the communication shall be made in writing to the addressees at the respective address thereof, which address is specified in the Contract. The notices shall be sent by email or by registered mail. A contracting party's address may be modified by means of a notice given in the manner described in this paragraph.

### **15. Successors and Assigns**

The Contract shall inure to the benefit of and be binding upon the parties hereto and successors and assigns thereof.

### **16. Assignment**

The Supplier may not assign the Contract, in whole or in part, or otherwise transfer its rights or obligations under the Contract without the written consent of the Owner. Any assignment made without such consent is void.

### **17. Supplier's Status**

The Contract is for the supply of goods and the provision of services and binds the Supplier, as an independent contractor, solely for the purposes of supplying goods and providing services. Neither the Supplier nor any member of the Supplier's personnel is bound by the Contract as an employee, a public servant, or an agent of the Owner. The Supplier is solely responsible for all payments or deductions required to be made, including for the following: Quebec pension plan, employment insurance, workers' compensation system and income tax.

### **18. Publicity**

The Supplier may not make any public communications concerning the Contract or otherwise use the Owner's name for advertising purposes, without the prior consent of the Owner to this effect.

### **19. Applicable Laws**

The laws applicable to the Contract are those in force in the Province of Quebec.  
For the purposes of the Contract, the Owner and the Supplier elect domicile in the judicial district of Montreal.

### **20. Non-Waiver**

The failure or delay of a party to exercise a right or power under the Contract does not constitute a waiver and does not preclude the subsequent exercise of that right or power.

## 21. Entire Contract

The Contract represents everything that has been agreed to by the parties on a given subject and supersedes any previous negotiation, communication or agreement on the same subject, whether verbal or written, unless such previous negotiation, communication or agreement is incorporated into the Contract itself.

## 22. Severability

A provision of the Contract that is found by the court to be invalid does not, in any way, affect the validity of the other provisions, which retain their full effect and enforceability.

## 23. Integrity

The Supplier undertakes to comply with the provisions relating to integrity set forth in GC 58 *Integrity Provisions - Contract* of Section 8 *General Conditions* available on the Owner's web site at [https://jacquescartierchamplain.ca/wp-content/uploads/2019/06/TD\\_8\\_General-Conditions\\_2017-07-31.pdf](https://jacquescartierchamplain.ca/wp-content/uploads/2019/06/TD_8_General-Conditions_2017-07-31.pdf), which shall be read with the necessary modifications and form an integral part of these terms and conditions as if they were reproduced therein.