

**GENERAL TERMS AND CONDITIONS**  
**CANADIAN MUSEUM OF CIVILIZATION CORPORATION**  
**SUPPLY OF GOODS ONLY**

1. Definitions:
  - (a) “Contractor” means the person or persons to whom this purchase order has been delivered to supply the Goods described in the purchase order.
  - (b) “Goods” means the product to be supplied by the Contractor pursuant to the purchase order. Where the context requires, the word “Goods” is to mean as including any services relating thereto.
  - (c) “Agreement” means the contract arising from the acceptance of the purchase order by the Contractor for the supply of the Goods.
2. Entire Contract: This purchase order, including these general terms and conditions, forms the entire Agreement between the Canadian Museum of Civilization Corporation (CMCC) and the Contractor with respect to the supply of the Goods, and no variation thereof, irrespective of the wording or terms of the Contractor’s acceptance or of the Contractor’s invoice, will be effective unless specifically agreed to in writing by CMCC. No local, general or trade customs shall be deemed to vary the terms of the Agreement. The purchase order including these general terms and conditions supersedes all prior and contemporaneous agreements, undertakings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this purchase order except as specifically set forth herein.
3. Payment of Price: No amount shall be payable by CMCC hereunder unless an invoice has been submitted for payment of the Goods after delivery and acceptance of the Goods. Every invoice must clearly show the purchase order number and be submitted in writing to CMCC at the following address:

Canadian Museum of Civilization Corporation  
Accounts Payable  
P.O. Box 3100, Station B  
Gatineau, Quebec J8X 4H2

Every invoice shall set out applicable taxes separately. In addition, the Contractor’s appropriate tax registration number shall be clearly displayed on every invoice. The Contractor acknowledges that payment of any invoice submitted to CMCC shall be paid on the latter of the following two dates:

- (a) within thirty (30) days following the date on which the non defective Goods have been delivered to CMCC; or

- (b) within thirty (30) days following the date on which an invoice or progress payment are received.

Note: The payment period may be adjusted in consideration of any payment discount in the Contractor's invoice. Discounts will be calculated from the date when both the Goods and an acceptable invoice have been received from CMCC.

If CMCC has any objection to the content of the invoice, CMCC shall, within thirty (30) days of its receipt, notify the Contractor of the nature of the objection. The Contractor agrees to provide clarification as soon as reasonably possible after receipt of the objection. The Contractor acknowledges that CMCC may withhold payment until such time as the objection has been cleared to the satisfaction of CMCC.

- 4. **Inspection of Goods and Defective Goods:** Goods will be received by CMCC subject to final inspection and acceptance by a person duly authorized by CMCC to accept the Goods. Goods found to be defective or not in compliance with the specifications may be returned to the Contractor at the Contractor's expense. The Contractor agrees to repair or replace any defective or non-compliant Goods at its own expense.
- 5. **Warranty:** The Contractor expressly warrants that the Goods will conform to the specifications, drawings, samples or descriptions furnished to or by CMCC and will be of marketable quality, of good material and workmanship and free from defect. In addition, the Contractor acknowledges that CMCC knows of CMCC's intended use of the Goods and expressly warrants that the Goods will be fit and sufficient for the particular purposes intended by CMCC. In supplement of, and not by way of substitution for, the terms of the specifications or any warranty stipulated or implied by law, and notwithstanding prior acceptance of the Goods by CMCC the Contractor shall at anytime within its standard warranty period, at its own expense replace any Goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship. The Contractor shall state its standard warranty period and related terms and conditions at the time of delivery.
- 6. **Changes:** CMCC reserves the right at any time to direct changes, or cause the Contractor to make changes, to drawings and specifications of the Goods or to otherwise change the scope of the work covered by this Agreement, including work with respect to such matters as inspections, testing or quality control, and the Contractor agrees to promptly make those changes. Any difference in price or time for performance resulting from such change shall be equitably adjusted.
- 7. **Intellectual Property:** The Contractor warrants that it has the right to use and sell any patented devices or parts used in the Goods purchased and agrees to indemnify and hold harmless CMCC against any claims for royalties, license fees or other claims or demands by reason of the use or sale thereof, whether or not any such devices or parts are specified by CMCC or used by the Contractor in the goods purchased without such specifications.

8. Risk: The Goods shall be at the risk of the Contractor, who shall bear all loss or damage, from whatsoever cause arising, which may occur to the Goods, or any part thereof, until delivered to CMCC. CMCC reserves the right to change the place of delivery at any time prior to actual shipment, provided that the Contractor shall be entitled to be reimbursed for any actual increased cost, or shall reduce the prices to the extent of any decreased cost, arising out of such change.
9. Title: Notwithstanding any terms of the Contractor's invoice to the contrary, title to the Goods shall be vested in CMCC at the time of delivery of the Goods in good condition and the Contractor waives any right to any lien, charge or other restriction on title implied by law.
10. Conditions of Goods: Goods must be new and unused unless specified otherwise herein and delivered strictly in accordance with the quantities, specifications and terms and conditions of this order.
11. Shipping: The prices are F.O.B. destination and include all charges for packing, loading, unloading and transportation unless otherwise specified herein. Should the Contractor prepay transportation charges which are payable by CMCC under the terms of this contract, these charges are to be shown as a separate item on the invoice. If there is carload shipment, shipping notices must be sent immediately to CMCC showing car number, initial and routing. Car service will be deducted for all cars that reach CMCC without shipping notice.
12. Time of Delivery: CMCC reserves the right to cancel or purchase elsewhere any portion of this order that is not delivered by the date required by this order. Time shall be of the essence of this Agreement.
13. Taxes: The prices shown on this order are final unless otherwise specified herein and include all duties. Provincial, municipal and Goods and Services taxes are extra, if applicable.
14. Members of the House of Commons: No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or any benefits that arise therefrom.
15. Successors and Assigns: This Agreement shall ensure to the benefit of, and shall be binding upon the successors and assigns of, CMCC and the Contractor respectively, provided that the Contractor shall not assign this Agreement or any part thereof without the prior written consent of CMCC and any assignment made without such consent shall be of no effect.
16. Intellectual Property: All specifications, drawings, samples, patterns and dies furnished to the Contractor by CMCC for use in respect of the order shall be deemed to be owned by CMCC and shall be returned to CMCC at the expense of the Contractor when requested.

17. **Governing Law:** Unless otherwise specified, this purchase order shall be governed by, and construed in accordance with, the law of the place where the Goods are to be delivered.
18. **Indemnity:** The Contractor shall indemnify and hold CMCC, its directors, employees and agents, harmless from and against any liability, claims, demands or expenses (including reasonable solicitor and client fees) for damages to the property of or injuries (including death) to CMCC, its employees or any other person, arising from or in connection with the use by CMCC of the Goods, except for liability, claim or demand arising out of the sole negligence of CMCC.
19. **Compliance with laws:** The Contractor agrees to comply with all federal, provincial and local laws, orders, rules, regulations and ordinances which may be applicable to the Contractor's performance of its obligation under this Agreement.
20. **Advertising:** The Contractor shall not, without first obtaining the written consent of CMCC, in any manner, advertise or publish the fact that the Contractor has contracted to furnish CMCC with the Goods or use any trademark or trade-names of CMCC in the Contractor's advertising or promotional materials.
21. **Relationship of Parties:** The Contractor and CMCC are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor shall it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

