



GENERAL CONDITIONS

1. ENTIRE AGREEMENT: These General Conditions ("GCs"), together with any Purchase Order or Contract Order and any document or attachment referred to on same (collectively the "Order"), shall, when accepted by the supplier named on the Order ("Contractor"), constitute the entire contract (the "Contract") between University of Victoria ("UVic") and Contractor for the supply of the goods and/or performance of the services specified on the Order ("Goods" and "Services", respectively) to UVic at the destination specified on the Order (the "Delivery Point"). The Contract supersedes any and all prior agreements, letters of intent, promises, warranties, terms, conditions, representations, communications, negotiations, and understandings (whether oral or written, express or implied) with respect to its subject matter. Where these General Conditions are used as part of a Request for Tenders or Request for Proposals, the Contract shall be formed in accordance with the applicable Tender or RFP documents and any reference herein to the Order shall be interpreted as a reference to the Contract.

2. ACCEPTANCE: The delivery of any of the Goods or the commencement of the performance of any of the Services is deemed to constitute Contractor's acceptance of the entire Contract. No additional term, including any term attached to Contractor's invoice, nor any change to the Contract, including to the quantity, class or type of Goods or to the Services, is binding unless in writing and signed by an authorized representative of each party (in the case of UVic, the Purchasing Contact).

3. RISK AND PASSAGE OF TITLE: All Goods shall remain under the care, custody and control, and at the risk, of Contractor until title passes to UVic. Title shall pass to UVic free and clear of any liens, charges and encumbrances when the Goods are delivered to UVic at the Delivery Point, unless the Goods are rejected by UVic in accordance with the Contract.

4. DELIVERY AND SHIPPING INSTRUCTIONS: Contractor shall ensure that (i) Goods supplied are suitably packaged for shipment, that each package, bundle and/or shipment, is clearly identified with UVic's Order number, description and quantity of contents, Contractor's name, and, when applicable, UVic Catalogue Identification Number; (ii) all shipments of the Goods are made in accordance with all relevant laws, including those relating to dangerous goods and Workplace Hazardous Material Information Systems, and, without limitation, that all shipments are made with all labels and accompanying documentation required by law, including where applicable a ed52, comple,a d, quiUaagehecCp (,)-1.dwlUe,ed2 (e)-16.8 (:)-1.9 ()1.4 (ii al(cCp (,)-1.3 (p)-



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time, either before or after this Contract ends, including any claim of bodily injury (including death), damage to property or infringement of third party intellectual property rights, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of Contractor, its agents, employees, officers, directors, or subcontractors in providing the Services or in connection with this Contractor. The foregoing indemnity shall not apply to the extent that Claims are caused or contributed to by the independent acts or omissions of the Indemnitee.

14. INSURANCE: Contractor shall, at its own expense, obtain and maintain during the term of this Agreement, in a form and with insurance companies satisfactory to UVic, policies of: (i) Commercial General Liability Insurance with a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury (including death), personal injury and damage to property including loss of use thereof. Such insurance shall include coverage for broad form property damage, contractual liability, proiqtm17 (ad)- (o)-17 (ad)n (l)-8orbds(t)-127 (er)1ae(r)1.4 (b)-1aealn U (nc)-4 (U)-2 (V)-9 (i)-6 (e)-1shair d7 (er)16ado ilusatCa