



B.C.'s Energy College™

NORTHERN LIGHTS COLLEGE REGIONAL ADMINISTRATION

11401 – 8th Street Dawson Creek BC V1G 4G2
Telephone 250-782-5251 • Toll free 1-866-463-6652

Fax 250-782-5233

nlc.bc.ca

TERMS AND CONDITIONS OF PURCHASE ORDERS

1. **AGREEMENT** – Purchase Orders shall be null and void and of no effect whatsoever unless all the terms and conditions printed hereunder are accepted and acknowledged in writing by the Seller within 10 days after receipt, except that shipment of the goods ordered by the College shall constitute acceptance by the Seller of all such terms and conditions. The College does not accept any conditions or reservations, customary or otherwise, subject to which the Seller may purport to sell, ship or deliver the goods, unless such conditions or reservations have been specifically accepted in writing by the College. No modifications of the terms and conditions of the Order shall have any effect unless made in writing by the College.
2. **PRICES** – Unless otherwise specified, the price on the Order represents the complete cost to the College, with the possible exception of shipping charges and Goods and Services Tax/Harmonized Sales Tax.
3. **PAYMENT** – Payments will be made in Canadian funds unless otherwise stated in the order. Cash discounts on payment are to be calculated from the date of acceptance of the goods by the College, or receipt of invoices by the Accounts Payable department, whichever is later.
4. **INSPECTION** – Goods received will be subject to inspection by the College notwithstanding prior payment, and, if rejected, will be returned to the Seller at the Seller's expense. The College reserves the right to retain all or any portion of any shipment not strictly in accordance with the specifications, and in such case will pay a reasonable price therefor, which retention shall not preclude the College from accepting or rejecting any other part of the shipment.
5. **TIME** – Time shall be of the essence of the contract. Goods must be delivered strictly in accordance with the quantities and specifications shown and on delivery dates specified, otherwise the College shall be at liberty to cancel the contract in whole or in part and to complete the order from another supplier.
6. **PATENTS, ETC.** – The Seller will indemnify the College against all actions, claims or proceedings for infringement of any patent rights or industrial design rights and for royalties or other such payments which may be payable in connection with any such rights.
7. **DIES, PLATES, ETC.** – All items manufactured to the College's specifications and without intending to restrict the generality of the foregoing, including dies, tools, jigs, patterns, gauges, colour separations, printing plates paid for by the College, are to be delivered upon request by the College.
8. **HAZARDOUS MATERIALS** – Material safety data sheets must accompany any shipments of hazardous materials.
9. **ELECTRICAL GOODS** – All electrical equipment supplied must be CSA or Province of BC Electrical Energy Board Approved and must bear the appropriate approval sticker.
10. **ASSIGNMENT** – The Purchase Order cannot be assigned or sublet in whole or in part without the written approval of the College.
11. **GOVERNING CONDITIONS** – The Purchase Order and the contract resulting therefrom shall be governed by the laws of the Province of British Columbia.