

PURCHASE ORDER - STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are incorporated into and form part of the Purchase Order. The Purchase Order is comprised of these Standard Terms and Conditions together with the front-end Purchase Order generated by UBC, including any other documents or components referenced in the front-end Purchase Order as being part of the Purchase Order. These Standard Terms and Conditions apply to any change orders, addenda, revisions, amendments and supplementary agreements entered into by the parties or otherwise issued pursuant to the terms of these Standard Terms and Conditions, unless expressly agreed otherwise.

This Purchase Order will take precedence over any conflicting provisions in any document presented by the Supplier (including any invoice statement of account, ordering document, form of agreement or other document). If any provision of any document presented by the Supplier attempts or purports to negate, override or supersede any part of this Purchase Order, then such provision shall not be effective and shall be deemed to be deleted, and if the Supplier asserts or claims otherwise, then UBC may treat the Supplier's doing so as a repudiation by the Supplier, and UBC may at its option elect to rescind or terminate this Purchase Order without compensation or liability to the Supplier.

The terms "Supplier" and "Vendor" are used interchangeably in the Purchase Order - both refer to the entity identified as the "Supplier" or the "Vendor" on the front-end Purchase Order.

1. The Work

As to work described in the front-end Purchase Order, including professional and consulting services, construction and renovation services, installation and commissioning services, and training services, (collectively, the **"Work"**) and to be performed or supplied by the Supplier:

- 1.1 The Supplier shall perform the Work set out in this Purchase Order in a proficient, diligent and timely manner during the Term, and on the schedule supplied in accordance with the schedule provided by UBC or, if no schedule is provided, then in accordance with the schedule set out on the front-end Purchase Order, regardless of the date of execution or delivery of this Purchase Order, and in accordance with any directives and requirements reasonably prescribed by UBC from time to time in connection with this Purchase Order.
- 1.2 The Supplier shall ensure that all persons it employs or retains to perform the Work are competent to perform it and are properly trained, instructed and supervised.
- 1.3 The Supplier shall supply and pay for all labour, materials, supplies, equipment, facilities, approvals and licenses necessary or advisable to perform its obligations under this Purchase Order.

2. Goods

As to supplies, equipment, furniture, wares, merchandise, materials and other goods (the **"Goods"**) to be supplied by the Supplier:

- 2.1 The Supplier shall provide the Goods described in this Purchase Order, on the schedule provided by UBC or, if no schedule is provided, then in accordance with the schedule set out on the front-end Purchase Order, regardless of the date of execution or delivery of this Purchase Order. UBC reserves the right to make reasonable adjustments from time to time to the said schedule or dates.
- 2.2 Unless the parties otherwise agree in writing, the Supplier shall supply and pay for all labour, materials, supplies, equipment, facilities, approvals and licenses necessary or advisable to perform the Work with respect to the Goods, including, if included in the front-end Purchase Order, installation, commissioning and training.
- 2.3 The Supplier warrants that all Goods will:
 - (a) conform to any samples, specifications, drawings or other description furnished by UBC; and
 - (b) be new, of merchantable quality, free from any defect in material or workmanship, and fit for any purpose expressly disclosed by UBC to the Supplier.
- 2.4 The Supplier warrants that it has or will have at the time of delivery to UBC good and marketable title to the Goods and that, on payment for the Goods, UBC will obtain such title to the Goods free and clear of all liens, charges and encumbrances.
- 2.5 The Supplier warrants that neither the supply of any Goods to UBC nor the use of those Goods by UBC will constitute an infringement of any patent, copyright, trade-mark, trade secret or other intellectual property right of any third party.
- 2.6 As to the delivery of Goods:
 - (a) Delivery slips will accompany all shipments of Goods and identify those Goods shipped, previously shipped or back ordered, as the case may be, and will show the Purchase Order number, the place from where the Goods were shipped, the name of the carrier and the bill of lading number.
 - (b) Unless otherwise specified in the Purchase Order, all deliveries of Goods will be made on terms "DDP" (delivered duty paid to a named place of destination), as that term is defined in the publication Incoterms 2020 published by the International Chamber of Commerce. As a result, the Supplier will bear all risks and costs, including duties, taxes

and other charges, of delivering the Goods, cleared for importation, to UBC's named destination.

- (c) Where a date required for delivery is stated on the Purchase Order, timely delivery is of the essence and the Supplier will be responsible to ensure that such delivery is made.
- (d) Goods will not be deemed or construed to be delivered until actually received by UBC at the place designated on the Purchase Order for shipment of the Goods.
- (e) The Supplier will notify UBC immediately in writing if the Goods cannot be delivered in the quantities shown or at the times specified on the Purchase Order.
- (f) Where by reason of a delay in shipment, it is necessary to make expedited or express or air express shipments of the Goods in order to deliver the Goods on the date required in the Purchase Order, UBC may direct that the Goods be so shipped, and the difference between the freight and the applicable expedited or express rates will be paid by the Supplier and may be deducted by UBC.

2.7 As to the inspection and acceptance of Goods:

- (a) Payment for the Work or Goods prior to inspection will not constitute an acceptance thereof.
- (b) UBC shall inspect the Goods within a period determined by UBC, acting reasonably, following receipt of the Goods ("**Inspection Period**") and either accept or reject the Goods. UBC may reject any Goods if:
 - (i) on visual inspection, UBC reasonably determines that the Goods do not conform to the description, warranties or conditions set forth in this Purchase Order (such goods shall be referred to as "**Nonconforming Goods**"). Where the context requires, Nonconforming Goods are deemed to be Goods for purposes of this Purchase Order;
 - (ii) when counted together with all other Goods having the same description and received by UBC under the same Purchase Order, there are either fewer of such Goods than ordered under the Purchase Order (such Goods, "**Incomplete Goods**"), or in excess (such Goods, "**Excess Goods**").
- (c) UBC will be deemed to have accepted the Goods unless it notifies the Supplier in writing of any Nonconforming Goods or Excess Goods or Incomplete Goods during the Inspection Period. If UBC, within the Inspection Period, notifies the Supplier of any Nonconforming Goods or Excess Goods or Incomplete Goods, the Supplier shall:
 - (i) if such Goods are Nonconforming Goods, at UBC's option: (i) replace such Nonconforming Goods with conforming Goods, or (ii) refund the price for such Nonconforming Goods, together with all shipping and handling expenses incurred by UBC in connection therewith; or
 - (ii) if such Goods are Excess Goods, refund the price for such Excess Goods and take delivery, together with all shipping and handling expenses incurred by UBC in connection therewith; or
 - (iii) if such Goods are Incomplete Goods, at UBC's option, refund the price for such Incomplete Goods, together with all shipping and handling expenses incurred by UBC in connection therewith, or deliver the balance of the Goods in accordance with the Purchase Order.
- (d) In the case of Nonconforming Goods or Excess Goods, at the Supplier's option: UBC may ship, at the Supplier's expense and risk of loss, the Nonconforming Goods or Excess Goods to the Supplier's facility; the Supplier may arrange for the shipping of same at its cost; or the Supplier may request that UBC dispose of same, at the Supplier's expense.

3. **Representations and Warranties**

As at the date this Purchase Order is executed and delivered by, or on behalf of, the parties, the Supplier represents and warrants to UBC as follows:

3.1 except to the extent the Supplier has previously disclosed otherwise in writing to UBC,

- (a) all information, statements, documents and reports furnished or submitted by the Supplier to UBC in connection with this Purchase Order (including as part of any competitive process resulting in this Purchase Order being entered into) are in all material respects true and correct,
- (b) the Supplier has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other contracts in place and available to enable the Supplier to fully deliver the Goods and perform the Work and to grant any licenses under this Purchase Order, and
- (c) the Supplier holds all permits, licenses, approvals and statutory authorizations issued by any government or

government agency that are necessary for the performance of the Supplier's obligations under this Purchase Order; and

3.2 if the Supplier is not an individual,

- (a) the Supplier has the power and capacity to enter into this Purchase Order and to observe, perform and comply with the terms of this Purchase Order and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Purchase Order by, or on behalf of, the Supplier, and
- (b) this Purchase Order has been legally and properly executed by, or on behalf of, the Supplier and is legally binding upon and enforceable against the Supplier in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

4. Audit

4.1 For the purposes of determining the Supplier's compliance with all of the terms of this Purchase Order and for verification of all Work performed and/or Goods delivered, and in regard to any claim by the Supplier, the following will apply:

- (a) UBC and any accountants or auditors appointed by UBC shall have the right to inspect and, should UBC so elect, audit all relevant books and records and related and supporting information (on an open book basis) (the "**Records**") during business hours and after written notice to the Supplier. The Supplier shall keep and preserve the Records during the Term and for a period of four (4) years thereafter. The Supplier is responsible for substantiating the correctness and accuracy of its Records.
- (b) UBC, acting reasonably, may require a specific report or reports of an auditor of the Supplier as to any invoice, statement or claim provided or to be provided pursuant to this Purchase Order.
- (c) If the Supplier fails to allow UBC to fully exercise UBC's rights under this Section (whether by denying full access to any such Records, or because such Records are non-existent or inadequate to comply with the requirements of this Purchase Order, or otherwise), then subject to paragraph (e) below UBC may withhold payment to the Supplier as to the amounts that may be affected, as reasonably determined by UBC, until the matter is resolved, and the Supplier shall on demand reimburse UBC for all resulting expenses in connection therewith.
- (d) As to any invoice, statement or claim that is the subject of an ongoing inspection, review or audit, then subject to paragraph (e) below UBC will be entitled to withhold payment as to the amounts that may be affected as reasonably determined by UBC, until the matter is resolved.
- (e) UBC will not withhold payment under the above paragraphs of any amounts that as reasonably determined by UBC are not in issue.
- (f) If any inspection, review or audit discloses an overpayment or over-charge, the Supplier shall promptly amend the relevant Records and refund UBC any overpayments made. If the overpayment or over-charge is four percent (4%) or more of the invoice(s), statement(s) or claim(s) under scrutiny, then the Supplier shall reimburse UBC for the expenses of such inspection, review or audit, on demand.
- (g) The Supplier shall continue with performance of its obligations under this Purchase Order regardless of UBC's exercise of its rights under this Section. For greater certainty, UBC's rights under this Section shall survive the expiration or earlier termination of the Purchase Order.

5. Payment

- 5.1 The total compensation for the Work and Goods, as applicable, is set out in this Purchase Order.
- 5.2 The compensation as set out in this Purchase Order shall be inclusive of all expenses incurred by the Supplier, and of all fees for any subcontractors or suppliers engaged by the Supplier in relation to this Purchase Order. The Supplier shall ensure timely payment of all such subcontractors and suppliers.
- 5.3 Upon satisfactory completion of the performance of this Purchase Order by the Supplier, the Supplier shall deliver to UBC an invoice setting out the Purchase Order number, the outstanding balance owed, and the calculation of the entire compensation and applicable payments and credits.
- 5.4 Within 30 days of receipt of the invoice from the Supplier, UBC shall pay the amount of the balance properly due to the Supplier, plus GST and PST as provided for in Section 7, as applicable.
- 5.5 UBC may withhold or set off against any payment due to the Supplier any charge, liability or indebtedness owed by the Supplier to UBC or which under this Purchase Order is to be paid by or charged to the Supplier.
- 5.6 UBC may, as a condition of making final payment due to the Supplier, require the Supplier to execute and deliver a full and final release and discharge in favour of UBC, in such form as UBC may prescribe.

5.7 Unless otherwise specified in this Purchase Order, all references to monetary amounts are in Canadian currency.

6. Changes

6.1 UBC may make changes at any time and from time to time to any specifications or requirements relating to the Work or the Goods. The compensation set out in this Purchase Order shall be adjusted to account for such changes, provided the Supplier notifies UBC in writing of the proposed adjustment and UBC agrees in writing to such adjustment prior to performance of the Work or shipment or delivery of the Goods.

6.2 No extras or other changes shall be undertaken or commenced without an authorized approval or change order issued by UBC.

7. Taxes

7.1 UBC shall be liable for GST and unless otherwise expressly stipulated PST as may be applicable.

7.2 If the Supplier is not registered for GST, then, where applicable, UBC may self-assess and remit the GST to or as directed by Canada Revenue Agency.

7.3 In this Purchase Order:

- (a) **"GST"** refers to the taxes on goods and services levied and administered by the Government of Canada, which is commonly referred to as the GST; and
- (b) **"PST"** refers to the taxes on goods and services levied and administered by the Province of British Columbia.

7.4 Unless otherwise specified in this Purchase Order, the Supplier shall be responsible for and shall pay any other applicable taxes, rates, customs, charges, duties, imposts and levies.

7.5 If the Supplier is not a resident of Canada, UBC may be required by law to withhold income tax, for services provided in Canada, from the Supplier and to remit such tax to or as directed by Canada Revenue Agency, on behalf of the Supplier. If the Supplier is not a resident of Canada or in case of any uncertainty as to whether the Supplier is a non-resident, UBC is entitled to withhold and remit, and shall be credited under this Purchase Order for all remittances. If UBC was required to withhold income tax but failed to withhold, then the Supplier will on demand pay to UBC the amount of the required withholding to reimburse UBC for the amount required to be remitted.

7.6 The Supplier shall apply for and, immediately on receipt, remit to UBC any available refund, credit, rebate or remission of federal or provincial tax or duty that UBC has paid the Supplier or agreed to pay the Supplier under this Purchase Order.

8. Liens and Builders Lien Act

Where the *Builders Lien Act*, S.B.C. 1997 c. 45 (the **"Builders Lien Act"**) applies:

8.1 Provided that payment is made by UBC when due according to the terms of this Purchase Order, the Supplier is responsible to ensure that no builders lien or claim of builders lien is filed or claimed by the Supplier or any of its employees, personnel or subcontractors, and if any such lien or claim of lien is filed or claimed then the Supplier shall, by payment into court or posting of a bond or otherwise, cause the same to be forthwith removed and discharged.

8.2 UBC may holdback as required (as reasonably interpreted and applied by UBC) under the *Builders Lien Act*. [Note: The *Builders Lien Act* stipulates that no builder's lien holdback is to be retained from an architect, engineer, worker or material supplier.]

8.3 UBC shall be the "payment certifier" for the purposes of the *Builders Lien Act* in respect of amounts due to the Supplier under this Purchase Order, unless a consultant or other third party has been named by UBC for this purpose. The Supplier acting alone shall be the "payment certifier" for the purposes of the *Builders Lien Act* in respect of amounts due to any "subcontractor" as defined under the *Builders Lien Act*.

9. Suspension of Performance and Termination of the Purchase Order

9.1 UBC may at any time temporarily suspend the performance under or terminate this Purchase Order by written notice to the Supplier stating the effective date of the suspension or termination.

9.2 If UBC terminates this Purchase Order, the extent of UBC's liability to the Supplier is limited to payment, subject to the other provisions of this Purchase Order, for all compliant Goods supplied and compliant Work performed in accordance with this Purchase Order up to and including the effective date of termination. This payment discharges UBC from all liability or obligation to the Supplier in connection with this Purchase Order or its termination.

10. Insurance

10.1 The Supplier shall at all times, at the Supplier's expense, take out and maintain in good standing professional liability insurance (as applicable) and general (comprehensive commercial) liability insurance, including product liability coverage, all-risk contractors' equipment insurance, and automobile liability insurance, with such insurers and providing for such amounts of coverage as may be reasonably required by UBC from time to time, and will promptly deliver up to UBC, as and when requested, written proof of such insurance. If requested, UBC will be added as an additional insured under any such policy. If requested by UBC, such insurance will provide that it cannot be cancelled, or materially changed so as to affect the coverage provided under this Purchase Order, without the insurer giving at least 30 days prior written notice to UBC.

The general (comprehensive commercial) liability insurance shall be for \$5,000,000 unless otherwise from time to time reasonably required by UBC.

- 10.2 The Supplier must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Supplier's expense if:
- (a) the Supplier is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Supplier from WorkSafeBC or other sources.
- 10.3 The Supplier may be required to take out such additional insurance as may be considered necessary and desirable by UBC. All such additional insurance shall be at no expense to UBC.

11. Indemnity

- 11.1 The Supplier will fully indemnify and save harmless UBC and its board of governors and every member thereof and the employees, students, servants, agents and representatives of UBC from any loss, damage, demand, claim (including any lien), expense and liability (including in respect of physical injury or death) arising in connection with (i) any failure, breach or default under this Purchase Order or in the performance of this Purchase Order; (ii) any negligence or wrongful act of the Supplier or its officers, directors, employees, servants, agents or subcontractors; and (iii) any physical harm to or destruction of personal or real property caused by the Supplier. In addition, the Supplier shall reimburse UBC, on a full indemnity basis, in respect of all legal fees and disbursements incurred in respect of the foregoing. This indemnity shall survive any termination or expiry of this Purchase Order.

12. Freedom of Information and Protection of Privacy Act

- 12.1 UBC is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996 c.165 ("**FIPPA**"). Disclosure or release of information may be required under this legislation.
- 12.2 UBC may choose, in the interest of public accountability, to make public or disclose this Purchase Order and associated records and information, in whole or in part. The Supplier agrees that UBC shall be entitled to do so and consents thereto (except only for any specific information isolated and identified by the Supplier as confidential, and for which, if required by UBC, the Supplier establishes that disclosure is excluded under FIPPA).
- 12.3 If the Supplier falls within the meaning of "service provider" as that term is defined under FIPPA, then the Supplier shall comply with applicable requirements of FIPPA relative to personal information.

13. Confidentiality

- 13.1 The Supplier shall not, and shall ensure that its employees, personnel and subcontractors do not, use, copy, disclose or otherwise communicate, any information received by them in the course of their performance of the Work under this Purchase Order (and not generally available to the public) except as is necessary in the proper discharge of those duties. Upon the completion of the Work, at UBC's option, the Supplier shall return such information to UBC, or shall certify its deletion or secure destruction. This obligation shall survive any termination or expiry of this Purchase Order for a period of 5 years.

14. Ownership of Proprietary Rights

- 14.1 The Supplier must not, without the prior written approval of UBC, refer for promotional purposes to UBC being a customer of the Supplier or UBC having entered into this Purchase Order. The Supplier shall not use UBC's name, logos or trademarks, without UBC's prior written consent. UBC reserves the right to:
- (a) issue instructions relating to the form and manner in which UBC's name and logo(s) are used by the Supplier; and
 - (b) withdraw any and all permissions to use UBC's name, logo(s) or trademarks granted in this Section, upon written notice.
- 14.2 UBC will be the owner of all right, title and interest (collectively the "IP Rights") including all worldwide patent, copyright, trade-mark, trade secret, industrial design and other intellectual property rights of any kind in and to all inventions, ideas, concepts, designs, data, software, specifications, documents, compilations, works and the like (collectively the "IP Works") developed, made, invented, created, authored, generated, conceived or contributed to by the Supplier or any subcontractor in connection with the subject matter or this Purchase Order. The Supplier hereby waives all moral rights relative to the IP Works. UBC shall at all times have the right to control and review all IP Works. Upon the request from time to time of UBC the Supplier will provide or cause to be provided written assignments and waivers of moral rights for all worldwide intellectual and other property rights in and to all such IP Works in order to evidence the ownership of such IP Works by UBC, as may from time to time be reasonably required by UBC, including copies of written assignment agreements and waivers of moral rights by employees and independent contractors.
- 14.3 The IP Works do not include those that were independently developed, made, invented, created, authored, generated, conceived or contributed to by the Supplier or any subcontractor prior to the Supplier entering into this Purchase Order with UBC, provided the Supplier or subcontractor as applicable can prove such independent development through written

records. As to any such excluded items that are necessary in order for UBC to utilize the Goods or benefit from the Work, the Supplier hereby grants a perpetual, non-exclusive, royalty free, no-charge, worldwide, irrevocable license in favour of UBC, for use by UBC for UBC's proposed purposes and associated and ancillary purposes.

- 14.4 The IP Works do not include those that were independently developed, made, invented, created, authored, generated, conceived or contributed to by third parties. The Supplier shall disclose to UBC all third-party owned works that are necessary in order for UBC to utilize the Goods or benefit from the Work, and shall, at UBC's option, assign or sublicense such third-party rights to UBC, or arrange for UBC to license such works directly from the third party rightsholder(s). Unless otherwise disclosed in the Purchase Order, the costs of securing rights to such third-party works shall be deemed borne by the Supplier and included in the compensation as set out in the Purchase Order.
- 14.5 The IP Works are deemed to be confidential information and for this purpose, the Supplier shall comply with Section 13 with respect to the IP Works.
- 14.6 The Supplier represents and warrants that no third party has any right or claim to any intellectual property in the IP Works, or any part thereof, and the IP Works, and the use thereof by UBC, will not infringe the intellectual property rights of any person. If UBC is prevented from using the Goods or benefiting from the Work as a result of a claim by a third party in relation to the IP Works, the Supplier shall have the right, at its sole option and expense, to obtain for UBC the right to continue use of the Goods or Work, or both as the case may be, or to replace or modify the Goods or the Work, or both, without diminishing or degrading any features and functionality so that they are no longer infringing. If neither of the foregoing options is reasonably available to the Supplier within a reasonable timeframe (given the agreed upon schedule for delivery of the Goods or performance of the Work, or are otherwise not satisfactory to UBC acting reasonably), then the Supplier shall be deemed to be in breach of this Purchase Order.
- 14.7 For greater certainty, the indemnity in Section 11 shall apply in respect of the subject matter of this Section 14.

15. Independent Contractor

- 15.1 By mutual agreement, the terms of this Purchase Order will be carried out by the Supplier as an independent contractor at arm's length from UBC, and not in any other capacity or relationship including agency, partnership or employee-employer.
- 15.2 Without limiting Section 15.1, the Supplier must not in relation to performing the Supplier's obligations under this Purchase Order commit or purport to commit UBC to pay any money except as may be expressly provided for in this Purchase Order.

16. Conflicts of Interest; Supplier Code of Conduct; Remedies

- 16.1 While performing under this Purchase Order, the Supplier may offer and provide work, services or goods as an independent contractor to other parties (including others at UBC) provided that such outside contracts or retainers do not interfere in any way with the Supplier's performance under this Purchase Order, or give rise to a conflict of interest between the Supplier's duties to such other parties and the Supplier's duties to UBC under this Purchase Order.
- 16.2 The Supplier hereby declares that no potential, actual or perceived conflict of interest exists with respect to the subject of this Purchase Order. If the Supplier becomes aware of any potential, actual or perceived conflict of interest, the Supplier shall notify UBC immediately.
- 16.3 The Supplier shall comply with the UBC Financial Operations Supplier Code of Conduct, which is available at:

<https://finance.ubc.ca/suppliers/doing-business-ubc/supplier-code-conduct>

- 16.4 If UBC becomes aware of any failure, breach or non-compliance in connection with the subject matter of this Section 16, including situations of a potential, actual or perceived conflict of interest that are undisclosed or were not disclosed in a timely manner, then, in addition to its other rights and remedies, UBC may, upon review of the situation or circumstances, in its sole discretion, elect to terminate this Purchase Order without liability to the Supplier (other than for Work or Goods supplied to date, subject to deduction for consequential loss or any costs that may be incurred by UBC as a result of such termination), or UBC may approve of the situation or circumstances and take such measures as UBC considers are warranted (and for greater certainty Section 24 shall apply in this context).

17. Supplier Accountable

- 17.1 The Supplier shall be responsible and accountable for its agents, contractors, suppliers, invitees, officers, directors and employees and any assignees, and their respective agents, contractors, suppliers, invitees, officers, directors and employees and any assignees.

18. Worker Safety

- 18.1 The Supplier shall comply with, and shall ensure that any subcontractors comply with, all relevant WorkSafeBC requirements and other workers' safety requirements and regulations.

19. Foreign Workers

- 19.1 It is the responsibility of the Supplier to ensure that it has obtained all necessary employment authorizations for any foreign workers and contractors.

20. Assignment and Subcontracting Restricted

20.1 The Supplier shall not assign or otherwise transfer this Purchase Order in whole or in part, or subcontract any of its obligations under this Purchase Order, except with the prior written consent of UBC.

21. Amendments

21.1 No addition, deletion or other modification to the provisions of any other part of this Purchase Order will be binding on UBC unless accepted in writing by UBC.

22. Manufacturer Warranties

22.1 The Supplier shall secure, in the name of UBC, or assign, all manufacturer warranties to UBC for products manufactured by third party manufacturers and provided to UBC by the Supplier pursuant to this Purchase Order, and shall take all necessary steps as required by such third-party manufacturers to secure warranty protection in the name of UBC, or effect assignment of such warranties to UBC. Payment by UBC to the Supplier under this Purchase Order may be deferred, as to all or part as UBC may require, until the foregoing has been carried out to the satisfaction of UBC.

23. Safety Standards and Environmental Protection

23.1 The Supplier shall comply with all applicable and relevant laws, regulatory standards and rules, including any rules, regulations, policies and procedures from time to time prescribed by UBC, relative to the subject matter of this Purchase Order. Without limiting the generality of the foregoing, in the absence of other standards being stipulated:

- (a) all work performed under this Purchase Order shall conform to, or exceed the minimum standards of the BC Building Code, Canadian Standards Association, WorkSafeBC, National Fire Protection Association, Canadian Electric Code, BC Plumbing Code, Factory Mutual Engineering, Underwriter's Laboratory of Canada, BC Fire Code Regulation, and the standards of the manufacturers of material supplied for the work, as applicable;
- (b) specifically, per British Columbia Safety Authority (operating as Technical Safety BC) Information Bulletin No: B-E3 071019 3 Revision 7 (September 14, 2017) and successor bulletins from time to time, all electrical equipment must bear evidence of either a mark or a label of a certification agency accredited by the Standards Council of Canada or an approval label issued by the British Columbia Safety Authority (operating as Technical Safety BC) under section 10 of the *Safety Standards Act* (B.C.). Refer to this bulletin for the certification/approval marks and labels that are acceptable in British Columbia; and
- (c) all Work and Goods shall comply with applicable Federal, and Provincial laws and local government bylaws governing environmental contamination and pollution (including, without limitation, the *Environmental Management Act* (B.C.), the *Canadian Environmental Protection Act* (Canada), *Chemical Weapons Convention Implementation Act* (Canada), *Fisheries Act* (Canada), *Nuclear Energy Act* (Canada), *Transport of Dangerous Goods Act* (B.C.), and *Transportation of Dangerous Goods Act* (Canada)), and all applicable policies and guidelines issued by the local government having jurisdiction at the place the Work is performed/the Goods are delivered, and by UBC, including without limitation, the UBC Technical Guidelines Division 01 – General Requirements (http://technicalguidelines.ubc.ca/technical/divisional_specs.html#Div01), the UBC Storm Water Pollution Prevention Guidelines (<https://riskmanagement.sites.olt.ubc.ca/files/2016/05/UBC-Storm-Water-Pollution-Prevention-Guidelines.pdf>), and the UBC Pollution Prevention Storm Water and Sanitary Sewer Procedure (https://riskmanagement.sites.olt.ubc.ca/files/2019/04/Sanitary-SW-Procedure-UPDATE_2019.pdf) (each as may be amended from time to time).

23.2 The Supplier shall immediately address, at its sole cost any instances of non-compliance with any applicable and relevant laws, regulatory standards and rules, including but not limited to those listed in the foregoing subsection. The Supplier shall immediately notify UBC of any instances of non-compliance and concurrently with the notification to UBC, or as soon as practicable thereafter, supply UBC with all relevant information regarding the non-compliance, remedial measures taken and planned, and disclosures to the relevant regulatory authorities. Thereafter, the Supplier shall keep UBC informed and follow UBC's directions and instructions regarding remedial measures, and regulatory disclosures and communications.

23.3 The obligations set out in this Section 23 shall survive any termination or expiry of this Purchase Order.

23.4 For greater certainty, the indemnity in Section 11 shall apply in respect of the subject matter of this Section 23.

24. Approvals etc.

24.1 No provision in this Purchase Order requiring UBC's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of UBC relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by UBC on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this Purchase Order.

24.2 Where any provision of this Purchase Order requires the consent or approval of UBC, then:

- (a) such provision will not be construed, interpreted or applied to mean that UBC's consent or approval will not be unreasonably withheld, unless such provision expressly states that UBC's consent or approval will not be unreasonably withheld; and

- (b) UBC may stipulate reasonable requirements and terms, as a condition of giving such consent or approval, and UBC may withhold its consent or approval until such requirements and terms have been satisfied and complied with, and the Supplier hereby covenants with UBC that, unless the Supplier withdraws its request for UBC's consent or approval forthwith after the Supplier is advised of the requirements and terms stipulated by UBC, the Supplier will satisfy and comply with any requirements and terms so stipulated by UBC.

25. Entire Agreement and Conflicts

- 25.1 This Purchase Order constitutes the entire agreement between the parties with respect to the subject matter set out herein and supersedes and replaces all prior agreements between UBC and the Supplier with respect to the same.

26. General Provisions

- 26.1 This Purchase Order and all claims arising out of or relating to this Purchase Order shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without reference to British Columbia's conflicts of law rules. The Supplier hereby attorns to the jurisdiction of the Courts of the Province of British Columbia in the event of any dispute or proceeding hereunder.
- 26.2 The provisions of these terms and conditions shall (whether or not expressly stated) survive the completion of the performance of this Purchase Order.
- 26.3 This Purchase Order will enure to the benefit of UBC and its successors and assigns and will be binding on the Supplier and its successors.
- 26.4 The Supplier acknowledges that no exclusive right, pre-emptive right, right of first opportunity, or other similar right, express or implied, is given to or conferred upon the Supplier under or by virtue of or related to this Purchase Order, unless expressly set out in this Purchase Order.
- 26.5 Any notice required to be given under this Purchase Order will be in writing and may be given by delivery in person or by courier, by registered or certified mail, or by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy to the mailing address, facsimile number or email address of the other party as stated in this Purchase Order, or such other address, facsimile number or email address as the party may specify by notice in writing given from time to time. Any such notice will be deemed to have been given and received by the other party, if by facsimile or other electronic communication, on successful transmission, or, if delivered, on delivery.
- 26.6 Time is of the essence of this Purchase Order.
- 26.7 Should any provision of this Purchase Order be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Purchase Order and the remaining provisions shall remain in force and binding.
- 26.8 The words "include" or "including" as used herein shall not be construed as words of limitation.
- 26.9 This Purchase Order may be executed by electronic means and in counterpart. Except where a manual execution is required by law, the parties agree to delivery of executed signatures or counterparts of this Purchase Order by electronic means, including by electronic signature and delivery in portable document format (".pdf") or similar format. Such signatures and counterparts, however delivered, together shall form one and the same agreement.

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End of Standard Terms and Conditions