



Purchase Order Terms and Conditions

1. GENERAL

- The GOODS and SERVICES described in the purchase order are provided by the SUPPLIER/PROVIDER subject to the following terms and conditions. PROVIDER agrees to be bound by and to comply with all such conditions.
- 1.1 These Terms and Conditions apply to the Purchase Order.
 - 1.2 If the purchase order refers to a specific contract, the specified contract shall apply in conjunction with these terms and conditions
 - 1.3 Any purchase by the BUYER is conditional upon acceptance of the terms and conditions by the PROVIDER. If the PROVIDER does not wish to accept the terms and conditions, then the PROVIDER shall not accept the purchase order and shall inform the BUYER immediately.
 - 1.4 GASHA has the right, without liability to the PROVIDER to cancel a portion or portions of the PO so affected. GASHA will not be liable for default or delay in the performance of its obligations due to cause beyond its reasonable control.

2. DEFINITIONS

- 2.1 GASHA-- means Guysborough Antigonish Strait Health Authority
- 2.2 BUYER-- means Guysborough Antigonish Strait Health Authority as identified on page 1 of the purchase order
- 2.3 GOODS—means all or any of the items set out in the Purchase Order which are to be supplied to the BUYER by the PROVIDER
- 2.4 PROVIDER—means SUPPLIER and/or vendor of GASHA
- 2.5 PARTIES—means the person, firm or company names as such on page 1 of the purchase order
- 2.6 SERVICES – means the SERVICES to be performed by the PROVIDER as described in the Purchase order and anything created or produced as a result of the service
- 2.7 SPECIFICATIONS—means the requirements to which the GOODS / SERVICES supplied shall conform as detailed in the purchase order

3. PRICE

- If no PRICES are specified, the PRICE shall not exceed the lowest PRICE changed by the PROVIDER to the BUYER for similar GOODS/SERVICES sold elsewhere or the PRICE last quoted to the BUYER whichever is lower. Any discrepancies in PRICE from the purchase order and the PROVIDER has to be communicated back to the BUYER for final approval

4. TITLE

- The receipt of the GOODS by the carrier shall not be deemed to be receipt thereof by the BUYER, and title to the GOODS shall not pass to the BUYER until goods are delivered at their destination to an agent of the BUYER.

5. MATERIAL IN EXCESS

- GOODS delivered in excess of amount called for in the purchase order may be refused and returned at the PROVIDERS expense.

6. VALUATION DECLARATION

- The PROVIDER will be held liable for any loss resulting from an improper value shown on shipping papers.

7. PACKING SLIP

- Packing slips must accompany each shipment. All GOODS/SERVICES delivered, back orders and the purchase order number must appear on all packing lists.



8. INSPECTION

All GOODS delivered are subject to inspection and test within a reasonable time after delivery, at the BUYERS premises, and if unsatisfactory maybe returned to the PROVIDER at the PROVIDERS' expense, notwithstanding intermediate payment by the BUYER.

9. STANDARDS

- 9.1 The Hospital reserved the right to refuse acceptance of any or all electrical equipment or component part, which has not been approved by the Canadian Standards Association for Hospital use.
- 9.2 (A) Purchase of medical electronic equipment is subject to inspection and acceptance by the Hospital Bio-Medical Department.
(B) Equipment classified as class 2, 3 or 4 medical device must have a valid Health Canada Device License and CSA certification included with shipment.
(C) Electrical or battery powered medical instrumentation must have "CSA Approval"
(D) Two copies of "Operating Instructions" and at least one copy of "service/repair manuals" must be included in shipments.

10. REGISTRATION

The Hospital reserved the right to refuse acceptance of any or all health devices and prothesis, which have not been registered by the Bureau of Devices for use in Canada. The PROVIDER represents that the GOODS sold have been registered by the Bureau of Devises, Health Promotion Branch, Ottawa.

11. WARRANTY

All equipment must carry a one-year warranty that commences when incoming inspection is passed, or at time of installation, whichever is later. Specific warranties in excess of one year as per contract shall apply.

12. ENVIRONMENTAL PROVISIONS

- 12.1 GASHA will strive to achieve environmental best practices, in coordination with the NS Department of Environment and Labor Vision 2020.
- 12.2 In performing its obligations under the Purchase Order, the PROVIDER shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.
- 12.3 Nova Scotia Government website for Sustainable Procurement
<http://www.gov.ns.ca/tenders/>

13. DELIVERY

- 13.1 GOODS are required to be packaged in a manner, which assures that they are protected against deterioration and/or contamination. All GOODS are to be delivered FOB to the site/location as specified on the Purchase Order.
- 13.2 The PROVIDER shall deliver the GOODS and/or SERVICES as instructed in the purchase order and obtain a receipt for them from an authorized employee of GASHA as proof of delivery.
- 13.3 Any GOODS lost or damaged in transit shall be restored or replaced by the PROVIDER at the PROVIDERS expense and to the BUYERS satisfaction
- 13.4 GOODS shall be deemed not to have been delivered by the PROVIDER if a receipt form with an authorized employee of GASHA's signature cannot be provided by the PROVIDER.



14. CONFIDENTIALITY

Any confidential information supplied by the BUYER to the PROVIDER and/or vice versa shall be kept confidential and only be used by the PROVIDER for the performance of its obligations under the purchase order.

15. GOVERNING LAW

GASHA purchase orders shall be governed by the laws of the Province of Nova Scotia.