

General Terms and Conditions

1. One unaltered copy of this purchase order must be signed by the Vendor in place indicated for acceptance and returned to the Purchaser within 10 days from this date, failing which this purchase order can be revoked.
2. Each party represents and warrants that the person signing for it has authority to bind that party to this purchase contract and all conditions of it.
3. Terms and conditions of the original purchase order apply to additions and deletions.
4. Part A is applicable to material suppliers only. Part A and B are applicable to sub-contractors only.

Part A - Material Supply:

1. Purchaser reserves the right to cancel this purchase contract without liability for payment or damages if material supplied by the Vendor is not in accordance with plans, specifications, approved samples or defective in workmanship or material. No deviation from the plans and specifications of the architect, engineer or owner shall be allowed unless approved in writing by the Purchaser's authorized representative. Material not conforming will be removed, returned, and reinstalled at the Vendor's expense.
2. All materials delivered by the Vendor remain the sole responsibility of Vendor until delivery is accepted in writing by Purchaser's authorized representative, at job site or otherwise.
3. If the said contract is terminated, Purchaser shall have the right to terminate and cancel this order in whole or in part to the extent that the order remains unfilled.
4. By paying Vendor's invoices before the arrival and inspection of material, Purchaser avails himself only of the cash discount involved, and does not thereby accept the quantity and quality as invoiced. Such payments are subject to future adjustments.
5. Invoice must correspond with prices on this order. This order is place on a firm price basis with no escalation permitted.
6. If seller, for any reason does not substantially comply with Purchaser's deliver schedule, Purchaser at its option may either approve a revised deliver schedule or terminate this order without liability to seller on account thereof.
7. No charge of any kind, including charges for boxing or cartage, will be allowed unless specifically agreed to by Purchaser in writing.
8. Invoices must include Federal Sales or other taxes applicable to this order, indicated separately.
9. Seller warrants that the articles or material furnished hereunder shall conform to this contract and shall be of good workmanship and quality, free of all defects and fit for those purposes for which they are intended. The Seller shall be responsible for any additional labour and material costs due to defective material supplied under this order.
10. On good or material shipped F.O.B. destination, all claims for damages, shortage, or loss of goods, shall be the responsibility of the Vendor.
11. Submit three (3) sets of Operation and Maintenance Data. Ship separately to our offices.

Part B - Subcontractors:

1. Progress invoices from must be in Custom Electric's office by the 20th of the month to be certified for payment and included in our current month's progress claim.
2. Prior to payment, the sub-contractor must verify:
 - a. Provide Proof of good standing with the WCB.
 - b. Provide proof of Insurance.
 - c. Provide a statutory declaration.
3. Progress payments will made monthly on progress estimates as approved by Custom Electric up to 90% of the value of the work completed by the sub-sub-contractor to the end of the previous month. The payments will be made within 45 days of Custom Electric receiving payment for such work from the Prime contractor.
4. The requirements, terms, and conditions of the Prime Contract as far as they are applicable to this sub-subcontract, shall be binding upon the sub sub-contractor as if the word "owner" appearing therein had been changed to "sub-contractor" and the word "sub-contractor" appearing therein has been changed to "sub-sub-contractor". In the event of any conflict between the terms of this sub-Subcontract and the Prime Contract, the Prime Contract shall govern.

These Terms and Conditions accepted this ____ day of _____, 20__.

Signed: _____

Print Name: _____

Please direct inquiries to:

Purchasing

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(e) orders@customelectric.com



ECAA
Electrical Contractors
Association of Alberta



Canadian Construction
Association
Lean Construction
Institute of Canada