

## General Terms and Conditions

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1. Unless context otherwise requires, capitalized terms herein are defined as follows:
  - a. **"Purchase Order"** means a written or verbal request, which may be confirmed in writing, for the performance of work or services and/or the supply of material, equipment, or other goods, including any verbal or written modifications which may be made from time to time;
  - b. **"Purchaser"** means Custom Electric Ltd.;
  - c. **"Vendor"** means any third party hired by the Purchaser to perform any work or services or supply any material, equipment, or other goods to the Purchaser with respect to a Purchase Order, as the context requires.
2. Unless otherwise indicated, upon performance of any work or services or supply of any materials, equipment or goods pursuant to a Purchase Order, these Terms and Conditions are deemed to be accepted by the Vendor and are binding upon the Vendor, notwithstanding whether these Terms and Conditions are executed by the Vendor.
3. The Vendor represents and warrants that the person executing these Terms and Conditions has authority to bind the Vendor to this Purchase Order and all conditions of it.
4. Terms and Conditions of the original Purchase Order apply to all changes.
5. Part A is applicable to all Purchase Orders. Both Part A and Part B are applicable to all Purchase Orders that provide for the performance of work or provision of services.

### Part A:

1. Purchaser reserves the right to cancel this Purchase Order without liability for payment or damages if material, equipment, and/or goods supplied by Vendor are not in accordance with the approved plans, specifications or samples or are defective in workmanship or material. No deviation from the applicable plans and specifications shall be allowed unless approved in writing by Purchaser's authorized representative. Material, equipment, or goods not conforming will be removed, returned, and reinstalled at the Vendor's expense.
2. All material, equipment, and/or goods delivered by 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 Prime Contract or any other contract that Purchaser may have relating to a Purchase Order is terminated, Purchaser shall have the right to terminate and cancel the Purchase Order in whole or in part to the extent that the Purchase Order remains incomplete.
4. By paying Vendor's invoices before the arrival and inspection of material, equipment, and/or goods, Purchaser avails itself 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 the applicable Purchase Order, which is placed on a firm price basis with no escalation permitted.
6. If Vendor for any reason does not substantially comply with Purchaser's delivery schedule, Purchaser at its option may either approve a revised delivery schedule or terminate the Purchase Order without liability to Vendor 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 Purchase Order, indicated separately.
9. Vendor warrants that the material, equipment, and/or goods furnished hereunder shall conform to the requirements of the Purchase Order and shall be of good workmanship and quality, free of all defects and fit

for those purposes for which they are intended. The Vendor shall be responsible for any additional labour and material costs due to defective material, equipment and/or goods supplied under this Purchase Order.

10. On material, equipment and/or goods, shipped F.O.B. destination, all claims for damages, shortage, or loss of goods, shall be the responsibility of the Vendor.
11. Vendor must submit three (3) sets of Operation and Maintenance Data, which will be shipped separately to Purchaser's offices.
12. For any work performed or materials supplied in the Province of Alberta, payments will be made in accordance with the provisions of the *Prompt Payment and Construction Lien Act*, RSA 2020, c P-26.4, as amended.
13. Certificates of Substantial Performance may be posted electronically.

## **Part B:**

1. Progress invoices must be submitted by the 15th day of the month to be certified for payment and included in monthly progress claims.
2. Prior to payment, the Vendor must:
  - a. Provide proof of good standing with the WCB.
  - b. Provide proof of any required insurance.
  - c. Provide a statutory declaration certifying payment of its subcontractors and suppliers.
3. The requirements, terms, and conditions of the Prime Contract relating to any project forming the subject matter of a Purchase Order shall be binding upon the Vendor as if the word "Owner" appearing therein had been changed to "Custom Electric Ltd." and the word "Contractor" appearing therein had been changed to "Vendor". In the event of any conflict between these Terms and Conditions 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**

Custom Electric Ltd.  
1725 27 Avenue NE  
Calgary AB T2E 7E1  
(p) 403-291-3303  
(e) [Orders@customelectric.com](mailto:Orders@customelectric.com)



ECAA  
Electrical Contractors  
Association of Alberta



Canadian Construction  
Association  
Lean Construction  
Institute of Canada