



**WINNIPEG AIRPORTS AUTHORITY INC.
PURCHASE ORDER TERMS AND CONDITIONS**

1. **AGREEMENT:** The vendor (hereafter referred to as 'Supplier') identified on this Purchase Order (hereafter referred to as 'PO') agrees to supply the goods and services described in this PO at the prices set out in this PO and on the terms and conditions set out below. Except to the extent that this PO is supplementary to or in furtherance of a separate contract between the Supplier and the Winnipeg Airports Authority (hereafter referred to as 'WAA') including all of its corporate subsidiaries of ACW, NASL, WASCO North Ltd, WASCO and YWG Inc, these terms and conditions take precedence over any previous verbal or written arrangements. Written acceptance, shipment of any part of the goods or commencement of any services constitute the Supplier's acceptance of this PO and these terms and conditions, and will create a legally binding obligation between WAA and the Supplier with respect to their respective obligations contained in this PO.
2. **ACCEPTANCE:** The supplier must acknowledge the acceptance of a PO and all its terms in writing by way of email to the supplychain@waa.ca mail box within 5 business days of receiving the PO. The supplier further agrees to make a commercially reasonable effort to inform WAA of any anticipated delivery date delays or quantity shortages as soon as the supplier becomes aware of same.
3. **PURCHASE PRICE:** Following the supplier's acknowledgement of a PO, all upstream supply chain risks and disruptions must be managed by the supplier. Under no circumstances shall WAA accept any price increases on outstanding and properly acknowledged POs, including but not limited to unit price and freight charges.
4. **REVISIONS TO AGREEMENT:** The PO and these terms and conditions as either may be amended in writing by WAA or Supplier as mutually agreed upon. Any deletions, modifications or additions to this PO must be in writing and accepted by WAA. Unless otherwise stipulated, prices include the total cost to WAA including all applicable freight, taxes and duties.
5. **QUALITY OF GOODS:** Goods shall be free of any liens or encumbrances. Unless otherwise specified, goods shall be new and unused and shall be delivered strictly in accordance with the quantities and specifications described in this PO.
6. **SHIPPING INSTRUCTIONS:** All goods shall be packed or crated to protect the goods from damage during transit and in accordance with any special conditions contained in this PO. A packing list shall be included with each shipment of goods and shall indicate the PO number. Export symbols, serial numbers, weights, measurements and other required identification shall be clearly marked on each shipment prior to shipping. The goods shall be supplied on DDP (Delivered, Duty Paid) INCO terms unless otherwise agreed upon. No extra charges for crating, packing, storage, special handling or shipping shall be allowed, unless specified in this PO. Supplier shall be liable for all freight costs and charges and shall own goods in transit and file any claims with carriers. All packing cases, bales, cartons, pallets, etc. in which the goods are shipped shall become, without charge, the property of WAA upon receipt, unless otherwise specified in this PO. Unless otherwise stated in this PO, all goods shall be shipped to:

**Winnipeg Airports Authority Inc.
1970 Wellington Avenue
Winnipeg, Manitoba, Canada R3H 0E3**

Dock Hours:

- 0800-1600 hrs, Monday-Friday
- Closed on statutory holidays
- Large deliveries and/or deliveries for product for Airside must arrive before 1530 hrs

7. **INSPECTION:** All goods are subject to inspection and acceptance by the WAA. Any defective or damaged goods rejected by WAA or goods shipped in excess of specified quantities may be returned to the Supplier at the Supplier's expense. Supplier will be solely responsible for any additional shipping charges incurred to make up any shortages of goods shipped.
8. **FOREIGN EXPORTERS:** Foreign exporters must provide all documents required by Canada Customs Clearance that pertain to each shipment. All applicable coordination shall be through WAA's broker:

Border Brokers 1063
Sherwin Road
Winnipeg, MB R3H 0T8 Phone:
(204) 633-7207
Fax: (204) 633-7236

9. **INVOICING:** Invoices shall be delivered to WAA with every shipment of goods and following performance of services. Each invoice shall fully describe the goods supplied or services performed. The PO number shall appear on all invoices, packing lists and delivery tickets. Invoices shall be delivered via email to accountspayable@waa.ca

The Canadian Goods and Services Tax (GST) shall be shown as a separate item on all invoices. The Supplier shall include its GST registration number on all invoices. All customs duties and shipping charges shall be shown separately on each invoice. Unless otherwise stated in this PO, all amounts shall be in Canadian Dollars.

10. **TERMS OF PAYMENT:** Payment shall be NET 45 days from WAA acceptance of the goods/services or from WAA's receipt of the Supplier's invoice, whichever is later, unless; (a) trade discounts acceptable to WAA are offered on the Supplier's invoice, (b) special payment conditions are contained in this PO, or (c) Payment in whole or in part shall not constitute acceptance of any goods or services by WAA.
11. **NON RESIDENT WITHHOLDING TAX:** In compliance with the Canadian Income Tax Act, WAA is required to withhold 15%, or such other percentage as may be specified by Canada Revenue Agency, from all payments made to non-residents for services provided in Canada. Annually, WAA will issue an NR4 tax receipt to non-residents for use in filing their Canadian Income Tax Return for refund of the applicable tax withheld or as foreign tax credit under their country's income tax provisions. In order to facilitate this requirement it will be necessary for invoices to be allocated to reflect the portion of work that is completed in Canada and the portion of work that is completed outside of Canada. Should invoices not reflect this allocation, withholding tax will be calculated on the total value of the invoice presented for payment.
12. **WARRANTY:** The Supplier expressly warrants that all goods delivered will conform with any sample, specifications, drawings or descriptions provided by WAA and will be fit and sufficient for their intended purpose and be of merchantable quality, of good material and workmanship and free from defect for a minimum period of one (1) year following acceptance of goods by WAA unless otherwise stipulated in this PO. The Supplier warrants all services performed will be free from defects in materials, design and workmanship for a period of one (1) year from the date of full performance of the services unless otherwise stipulated in this PO.
13. **INFRINGEMENTS:** The Supplier represents and warrants that the goods, and the purchase and use of the goods by WAA will not infringe any third party patents or copyrights.
14. **INDEMNIFICATION:** The Supplier will indemnify and save WAA harmless from all claims for loss, damage or injury to persons or property in any manner arising out of or related to the performance of this PO by the Supplier. Such indemnification shall survive the supply of the goods and services under this PO.
15. **CANCELLATION:** WAA may cancel this PO, in whole or in part, and return the whole or any portion of the goods if the goods are not delivered by the stated delivery date or if quantities or quality of goods are not as specified. In such case WAA may purchase replacement goods and charge the Supplier with all related losses and expenses incurred. WAA may also cancel this PO, in whole or in part, where any services to be provided are not being provided according to any schedule agreed to by the parties or the services are not being or have not been performed to an acceptable standard as determined by the WAA.
16. **OWNERSHIP:** Any specifications, drawings, samples, patterns, dies and artworks furnished to the Supplier by WAA for use in respect of this PO shall be returned to WAA at the expense of the Supplier.
17. **SUBCONTRACTS:** This PO may not be subcontracted, transferred or assigned to another party, in whole or in part, without prior written consent of WAA, except that the Supplier may source goods normally purchased from other suppliers.
18. **COMPLIANCE WITH LAW:** The Supplier shall at all times comply with all applicable laws in supplying the goods and services pursuant to this PO. This PO shall be governed by the laws of the Province of Manitoba and the Supplier agrees to atorn to the courts of the Province of Manitoba.
19. **TIME OF ESSENCE:** Time shall be of the essence of this PO.
20. **CONFIDENTIAL INFORMATION:** The Supplier covenants that all confidential information of WAA which the Supplier or its employees, representatives and permitted subcontractors may acquire or discover directly or indirectly arising from this PO shall be kept in strict confidence and shall not be disclosed to any person during or after completion of this PO.
21. **SAFETY:** The Supplier agrees to comply with all Workers' Compensation Board standards and all applicable federal and provincial safety legislation all applicable WAA safety policies and procedures Work Place Hazardous Material Information system (WHMIS) legislation and regulations and Transportation of Dangerous Goods (TGD) legislation and regulations. The Supplier shall train and ensure compliance by its employees, representatives and permitted subcontractors with all the above laws and applicable WAA policies and procedures. The Supplier shall be the "prime contractor" for the work site for the purpose of the Occupational Health and Safety Act (Manitoba), provided that, where the services to be provided form a part of a larger project or worksite in respect of which another contractor has been named "prime contractor" by WAA then the Supplier will not be "prime contractor" and will be subject to the direction of such other contractor with respect to safety matters.
22. **WAA SAFETY, SECURITY, ENVIRONMENT & HEALTH (SSEH) MANUAL FOR CONTRACTORS:**
Prior to performing work on airport campus (groundside and airside), the Supplier's authorized representative must review and sign WAA Safety, Security, Environment & Health (SSEH) Manual for Contractors. The signed copy must be forwarded to supplychain@waa.ca. A copy of the manual can be obtained from: <https://www.waa.ca/en/corporate/partner-with-us/supplychain/> under Contractor Resources.