

Purchase Order Terms and Conditions

Article 1 – Definitions

In this Agreement, the following definitions shall apply:

“**CTR**” means Christ the Redeemer Catholic Separate School Division.

“**Materials**” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Supplier or its employees, subcontractors or agents in the course of performing the Services;

“**Delivery Site**” means the CTR School Site(s) indicated on the issued Purchase Order (PO).

“**PO**” means the Purchase Order issued to the Supplier to perform the services.

“**Services**” means the delivery of the services required thereto and further described in the issued PO.

“**Supplier**” or “**Contractor**” means the entity that has been issued the PO, and includes, where applicable, the Supplier’s authorized representative as designated by notice, from time to time, as its representative in relation to this Agreement.

Warranty Period means the period set out in ARTICLE 3.4 during which the Supplier is obligated to warrant the Services.

Warranty Work means the work to remedy, correct or rectify any Deficiencies, including any work required to access the Deficiencies and any work required to make good the Deficiencies and any other Services or work performed by other Suppliers that is destroyed, disturbed or negatively affected by the performance of the work to remedy, correct or rectify any Deficiencies, which shall be performed by the Supplier.

Price or Payment means the total amount payable (in Canadian funds exclusive of applicable taxes) by CTR to the Supplier for the timely and proper performance of the Services as described in this Purchase Order.

Article 2 – General Provisions

2.1 Offer and Acceptance

The issuance of a Purchase Order by CTR constitutes an offer to purchase the Deliverables described therein, subject to these Terms and Conditions. The Supplier shall be deemed to have accepted the offer upon the earlier of: (a) written acceptance of the Purchase Order; (b) shipment or delivery of any part of the Deliverables; or (c) commencement of performance. Any terms or conditions proposed by the Supplier that are inconsistent with or in addition to these Terms and Conditions shall not be binding unless expressly agreed to in writing by CTR.

2.2 Entire Agreement

These Terms and Conditions, including any documents expressly referenced in the Purchase Order, constitutes the entire agreement between the parties regarding the deliverables and supersedes all prior agreements, understandings, or representations, whether oral or written. In the event of any ambiguity, inconsistency, or conflict between these Purchase Order Terms and Conditions and any terms contained in a Supplier-issued document (such as an acknowledgement, quotation, or invoice), these Terms and Conditions shall prevail. No amendments or modifications to the Contract shall be valid unless CTR issues a revised Purchase Order.

In the event that a formal contract or agreement exists between the Parties governing the subject matter of this Purchase Order, the terms and conditions of that contract or agreement shall take precedence and supersede the terms and conditions of this Purchase Order. To the extent that any provisions in this Purchase Order conflict with the formal contract or agreement, the terms of the contract or agreement shall prevail.

2.3 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.

2.4 Notices

Notices pertaining to the issued PO shall be made in writing and either delivered through email or personal delivery. All notices must be addressed to the contact identified on the issued PO.

CTR shall not be held liable for any failure to receive an email or other electronic communication, including where such failure is due to technical issues, spam filters, incorrect addresses, or transmission errors beyond CTR’s control.

2.5 Waiver

No action or failure to act by any Party shall be deemed to constitute a waiver of any right or duty afforded or imposed on either Party under this Agreement, and such action or failure to act shall not constitute an approval of, or acquiescence in, any breach of this Agreement, except as may be expressly provided for or required by this Agreement or otherwise agreed in writing by the Parties.

2.6 Non-Exclusivity

The Supplier acknowledges that this PO does not grant exclusivity, and CTR retains the right to engage with other suppliers for similar or identical Deliverables. Nothing in this Contract shall restrict CTR from seeking, negotiating, or entering into agreements with third parties for the provision of comparable goods or services.

2.7 Conflict of Interest

The Contractor must avoid conflicts of interest, whether actual or apparent, in relation to the Services. All Services shall adhere to high ethical standards, ensuring impartiality in decision-making, recommendations, and discretion. The Contractor and its employees, subcontractors, and agents shall not accept undue benefits, hold conflicting financial interests, or improperly influence CTR decisions. Upon request, the Contractor must provide ethical policies and comply with the Lobbyists Act (Alberta).

2.8 Force Majeure

Neither Party is liable for delays or failures due to a force majeure event—an unforeseeable occurrence beyond a Party’s control, not caused by negligence, and unavoidable despite reasonable diligence. Examples include war, natural disasters, industrial disturbances, or major legislative changes. However, issues like labor shortages, vandalism, financial hardship, or policy changes that make performance more difficult but not impossible are excluded. If a force majeure event lasts 60 days, either Party may terminate the Agreement immediately.

Article 3 – Obligations of Supplier

3.1 Control of the work

The Supplier shall protect its Services and CTR property from damage which may arise as a result of the acts or omissions of the Supplier or anyone for whom the Supplier is responsible. Unless otherwise detailed in Schedule A, all materials and tools necessary to perform the Services shall be provided by the Supplier. Should the Supplier damage CTR property, the Supplier shall be held responsible for making good such damage at the Supplier's expense. The Supplier shall be solely responsible for its safety at the Delivery Site where the Services are being delivered and in performing the Services, and for the Supplier's compliance with all Laws and practices relating to health and safety. The Supplier shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Services for its employees. The Supplier hereby indemnifies and holds harmless CTR, its officers, directors, personnel, patients, agents and consultants, from any and all Claims arising out of or as a result of the Supplier's failure, or the failure of any person for whom the Supplier is responsible in accordance with the Law, to comply with the requirements of this Section.

Where applicable, the Supplier shall cooperate and work harmoniously with any other Suppliers who are appointed by CTR from time to time and shall perform the Services in such a manner as to cause a minimum of interference with CTR's operations and the operations of other Suppliers.

3.2 The Service

The Supplier agrees to perform the Services in accordance with the issued PO and follow any directions from CTR regarding the performance of the Services. The Supplier warrants that it has the qualifications and expertise to perform the Services, and statements regarding the performance of Services made by the Supplier are accurate.

3.3 Deficiencies

At all times during the performance of the Services, the Supplier shall promptly remedy, correct and rectify any Deficiencies resulting from poor workmanship, use of defective materials, or damage through carelessness, negligence or other act or omission of the Supplier or any person for whom the Supplier is responsible under the Law. The Supplier shall remedy, correct and rectify, as required to ensure the timely performance of the Services in accordance with this Agreement.

3.4 Warranty

The Supplier warrants that all workmanship, labour, materials, and equipment supplied by the Supplier, shall comply with this Agreement and shall be free from deficiencies, and shall be fit for their intended purpose.

The Warranty Period shall be one (1) year from the date that the Services are completed, unless a longer period is specified on the PO. The Supplier shall promptly perform any Warranty Work, at its own expense, for any deficiencies as notified by CTR.

3.5 Sub-contracting

The Contractor shall not: i) assign or otherwise dispose of any of its rights, obligations or interests in this Agreement; or ii) subcontract the Services without the written consent of CTR.

In the event, the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall: i) be responsible for remunerating the subcontractor(s); and contractually obligate the subcontractor(s) to act, or refrain from taking action, as necessary to enable the Supplier to fulfill its obligations under this agreement.

Article 4 – Payment

Prices stated in the issued PO are fixed and final unless otherwise agreed. The Price, being the total amount payable (in Canadian funds exclusive of applicable taxes) by CTR to the Supplier for the timely and proper performance of the Services outlined in the issued PO.

Unless otherwise agreed in writing, CTR shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice and satisfactory delivery of the Deliverables. Payment does not constitute acceptance of defective or non-conforming goods or services.

Article 5 – Insurance and Indemnity

5.1 Insurance

The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Agreement, insure its operations under an Agreement of general liability insurance in an amount not less than \$5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof. The Contractor's general liability insurance policy must list CTR as additional insured, for the performance of Services under this Agreement. The Contractor shall provide CTR with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of CTR.

The Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the obligations of this agreement.

5.2 Indemnity

Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from i) that party's breach of this Agreement, or ii) the negligence, other tortious act or willful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Agreement.

The Contractor shall indemnify and hold harmless CTR against and from any loss or damage to the real or personal property of CTR to the extent arising from the Contractor's breach of this Agreement or from the negligence, other tortious act or willful misconduct of the Contractor, or those for whom it is legally responsible.

Article 6 – Material Ownership

Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Effective Date ("Contractor Materials") is reproduced or incorporated in the Materials, the

Contractor grants to CTR a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.

The Contractor: i) irrevocably waives in whole all moral rights, and ii) shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights, in and to the Materials in favor of CTR and CTR's assignees and licensees. Upon request of CTR, the Contractor shall deliver to CTR copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.

Article 7 – Termination

CTR reserves the right to terminate this Contract at any time by providing notice to the Supplier, regardless of whether the Supplier is in default. In such a case, CTR's financial obligation to the Supplier shall be limited to payment for the accepted goods and/or services up to the termination date at the agreed Rates. Any termination rights explicitly stated in this document are in addition to, and do not restrict, any other legal or equitable rights or remedies available to CTR.

If the Supplier abandons the performance of all or any part of the Services, takes (or fails to take) an action that, in the opinion of CTR, acting reasonably, has resulted or could result in substantial harm or disrepute to the status and reputation of CTR, breaches its obligations under this Agreement or, in the opinion of CTR, acting reasonably, the Supplier otherwise neglects to undertake or complete the Services promptly or properly, CTR shall, without limiting any other rights it may have in law or equity, have the right to terminate this Agreement immediately, without cost or penalty. No Compensation shall be payable to the Supplier for the termination of this Agreement, including any Consequential Losses.

Article 8 – Privacy, Access and Confidentiality

In the event the services require the Contractor to have access to personal information:

The Contractor, including its employees, agents, representatives and approved subcontractors, must comply with all applicable privacy and access legislation, including the Protection of Privacy Act and, where applicable, the Access to Information Act, when collecting, accessing, using, disclosing, storing, managing, transmitting, retaining or destroying personal information on behalf of Christ the Redeemer Catholic Schools.

The Contractor may collect, access, use or disclose personal information only as authorized by Christ the Redeemer Catholic Schools and only for the purposes necessary to provide the contracted services. The Contractor must not use personal information for any secondary purpose, including analytics, product development, artificial intelligence training, marketing or service improvement, unless expressly authorized in writing by Christ the Redeemer Catholic Schools.

The Contractor must ensure that all employees, agents and approved subcontractors who may have access to personal information are informed of their privacy, confidentiality, security and access obligations before access is granted. Upon request, the Contractor must provide written confirmation that applicable personnel have

completed privacy and confidentiality training or have received equivalent instruction appropriate to their role.

The Contractor must protect personal information using administrative, physical and technical safeguards appropriate to the sensitivity of the information, including personal information about minors, students, staff and families. The Contractor must immediately notify Christ the Redeemer Catholic Schools of any actual or suspected privacy breach, unauthorized access, loss, disclosure, compromise or security incident involving personal information.

The Contractor must cooperate with Christ the Redeemer Catholic Schools in responding to access requests, correction requests, privacy complaints, privacy impact assessments, audits, investigations, records searches and privacy breach response activities. The Contractor must not respond directly to an access request, correction request, complaint or investigation involving Christ the Redeemer Catholic Schools records unless authorized in writing by Christ the Redeemer Catholic Schools.

The Contractor must not subcontract any service involving personal information without prior written approval from Christ the Redeemer Catholic Schools. Any approved subcontractor must be bound by privacy, security, confidentiality, access, breach reporting and records-management obligations that are at least as protective as those set out in this Agreement.

Upon termination or expiry of the Agreement, or upon request by Christ the Redeemer Catholic Schools, the Contractor must return, securely transfer or securely destroy all personal information in accordance with Christ the Redeemer Catholic Schools' direction and applicable records-retention requirements.

Article 9 – Survival

All explicit or implied representations, warranties, indemnities, confidentiality obligations, and privacy provisions contained in this Agreement shall survive the expiration or termination of this Agreement. Without limiting the generality of the foregoing, the provisions of Article 3.4 (Warranty), Article 5 (Insurance and Indemnity), Article 6 (Material Ownership), and Article 8 (Privacy, Access and Confidentiality) shall survive the expiration or termination of this Purchase Order and shall continue in full force and effect for the benefit of CTR.