

## Contractual Conditions

- 1 In the case of error in calculating the total price, unit price governs. Prices are firm and may not be modified. Prices are in Canadian funds. Payment is made in Canadian currency. Payment Term: Net 30 days. If a payment discount is specified, the delay is calculated from the date the invoice is received or items are delivered whichever is the latest date. The contract number must appear on invoices and other documents. Shipping instructions to respect: [www.sie.uqam.ca/scol/transport.htm#standard](http://www.sie.uqam.ca/scol/transport.htm#standard) (in French)\*
- 2 Incoterm "DDP Destination" (Incoterms 2010) including to destination: transport, packing, loading, duty-customs clearance and cost, insurance lost and damage, discharging. The supplier insures the goods during transportation, for its full replacement value against loss and damage. The property of goods is transferred to the point defined by the Incoterm.\* Custom Clearance must be made exclusively by UPS Supply Chain Solutions (Tel. 514 285-1500, Fax: 514 845-1581). NAFTA - Certificate of Origin & Canadian Customs Invoice Required: For shipments to Canada, the supplier must transmit: 1) a NAFTA "Certificate of Origin" (for USA and Mexico suppliers), 2) a "Canadian Customs Invoice". The supplier must send these documents with every shipment. For information and forms: [approvisionnement.uqam.ca](http://approvisionnement.uqam.ca) GST UQAM's No.: 108161159RT001.
- 3 The supplier warrants that all goods acquired are brand new, free from defects, and perform in accordance with the intended usage and are free from any party fee or royalty. In contrary, the supplier shall replace these goods at its expense. UQAM reserves the right to cancel the contract should the vendor not comply with the specifications and conditions. The "costs related to the recovery and reclamation" (i.e. environmental cost), of the *Regulation Respecting the Recovery and Reclamation of Products by Enterprises* (CQLR, c. Q-2, r. 40.1) must be included in the prices indicated in the present document when the goods are subject to that regulation.
- 4 Goods/services delivered are subject to inspection and acceptance. All defective products delivered to UQAM are returned to the supplier and replaced, at the supplier's cost. All non-conforming service shall be redone, at supplier's expense. UQAM reserves the right to a reasonable delay for inspection and acceptance. UQAM may refuse to consider any enterprise who, in the 2 years preceding the tender opening date: a) had a contract cancelled because of failure to comply with the contract conditions, b) failed to follow up on a tender or contract or c) has been given an unsatisfactory performance report by UQAM.\*\*
- 5 The supplier may not assign the contract, in whole or in part, without the written authorization of the UQAM's Procurement Department. Even if such permission is granted, the supplier remains fully liable to UQAM for the complete fulfilment of the terms of the contract. The supplier may not subcontract one or some parts of the contract\*; the supplier remains wholly liable towards UQAM for the complete fulfillment of the contract. When the supplier acts as a distributor of goods from a manufacturer, the supplier must then be an authorized distributor/reseller of the manufacturer in Canada.
- 6 REIN (Register of Enterprises Ineligible for Public Contracts): The terms of the chapters V.1 and VIII.2 of the law *An Act Respecting Contracting by Public Bodies* (CQLR, c. C-65.1) apply, in particular the following modalities: The supplier must not be named in the REIN or, if it is named, its period of ineligibility to public contracts must be ended. / A supplier that cannot continue to perform the contract, because it is named in the REIN register pursuant to the 21.3 of the law *An Act Respecting Contracting by Public Bodies* (CQLR, c. C-65.1) or the first paragraph of article 65.2.1 of the *Building Act* (CQLR, c. B-1.1) is deemed to have defaulted on performance of the contract. Thus, UQAM may, without previous notice and without penalties, terminate the contract if the supplier becomes named in the REIN.
- 7 Authorization to enter into a contract from the Autorité des marchés financiers du Québec (AMF-Financial Markets Authority/Board of Québec): The terms of the chapters V.2 and VIII.2 of the law *An Act Respecting Contracting by Public Bodies* (CQLR, c. C-65.1) and *Integrity in Public Contracts Act* (2012, c. 25) apply. In addition, while performing the contract, the Québec government may force the supplier, and subcontracting enterprises part of a subcontract directly or indirectly attached to this contract, to obtain authorization from the Autorité des marchés financiers du Québec (AMF) to enter into a contract within the timeframe and according to the specific modalities determined by it.
- 8 The supplier shall indemnify and hold harmless UQAM of any action, claim or expense, including judicial and extrajudicial fees relating to those actions or claims, as a result of the execution of the present contract, in particular for patents, rights and royalties.
- 9 UQAM and the supplier must attempt to amicably settle any difficulty that may arise out of a contract, within respect of the contract.\*\*
- 10 All regular communication exchanged for the purpose of performing the contract may be transmitted by regular mail, email, fax and any other means of written communication agreed upon by the representatives of the parties. All official notices must be sent in writing (to UQAM's Procurement Department); these notices must be transmitted by hand, by registered mail, by fax with confirmation by regular mail, or by a specialized messenger service.
- 11 The contract between the supplier and UQAM reiterates the terms and conditions included herein, represents the common intention of the parties, and constitutes the complete agreement between the supplier and UQAM regarding the contract. All previous agreements (verbal or written) not included in this document are null and void. No modification of the contract, in whole or in part, will be valid or binding to the parties, unless it is in writing and signed by authorized representatives of the two parties. Modification to the conditions of this contract shall not be accepted without prior written authorization from UQAM's Procurement Department. If any clause of the contract is null and void or unenforceable, the rest of the contract remains in force and is not cancelled.
- 12 The contract is governed by and interpreted according to the laws of Québec. The supplier elects domicile in the District of Montréal. The modalities for publication of information from the *An Act Respecting Contracting by Public Bodies* (CQLR, c. C-65.1) and its regulations apply to the UQAM's Calls for tenders and contracts.\*\*

### Notes:

\* These instructions are valid unless otherwise indicated in the main text.

\*\* Enterprises may seek additional information by consulting [approvisionnement.uqam.ca](http://approvisionnement.uqam.ca).

The term "supplier" refers to the supplier/ service provider / contractor. The term "delivery order contract" refers to "delivery order contract" / "task order contract". This according to the regulations under the by-laws from the law *An Act Respecting Contracting by Public Bodies* (CQLR, c. C-65.1). The terms "sub-supplier" and "sub-contractor" are used synonymously.