



Purchase Order Terms and Conditions

INCORPORATION OF TERMS AND CONDITIONS: The terms and conditions in this document are incorporated in every purchase order (the “Purchase Order”) issued by Saskatchewan Gaming Corporation (“SaskGaming”). The promises, warranties and representations in this document are deemed to have been made by every recipient of a Purchase Order from SaskGaming that has been accepted by the recipient (the “Vendor”).

PRICE: No increase in prices shown on the Purchase Order will be accepted without the written consent of SaskGaming Procurement Department. The prices indicated on the Purchase Order are in Canadian funds unless otherwise specified in the Purchase Order.

CRATING AND CARTING: The Vendor must pay all charges for crating, bracing, boxing, packaging, handling, storage or carting, unless otherwise agreed in writing. All goods shipped are to be labelled with the Purchase Order number.

SHIPMENTS: The Vendor must comply with best commercial practices to ensure that the goods arrive safely at the destination. Delivery must be made as close as possible to the Expected Arrival date specified on the Purchase Order. If delivery is made sooner without prior approval of SaskGaming Procurement Department, payment will be based on the Expected Arrival date specified and not on the actual date of delivery.

INSPECTION AND ACCEPTANCE: In the event delivery time, quantity or quality is not met, SaskGaming Procurement Department shall have the right to immediately cancel the Purchase Order, in whole or in part by notice to the Vendor without liability, penalty or cost. In such instance, SaskGaming may purchase goods or services elsewhere and charge the Vendor with any loss incurred by SaskGaming. No change in the scheduled delivery or performance dates will be permitted without SaskGaming's written consent. No acceptance of goods or services after the scheduled delivery or performance date affects SaskGaming's right to terminate for such late delivery or performance nor does it constitute a waiver of any term or condition that requires the Vendor to deliver or perform at a future date.

SHIPPING NOTICE: A Shipping Notice showing the Purchase Order number, NAFTA Certificate of Origin and/or Commercial Invoice, if applicable, and details of shipment must accompany each and every shipment, unless otherwise indicated.

SHIPPING INDEMNIFICATION: The Vendor shall indemnify and save harmless SaskGaming against all costs and duty arising from misrepresentation or false declaration in the Certificate of Origin.

SHIPPING CHARGES: When items are sold Delivered Duty Paid (“DDP”)-Destination, shipping charges shall be shown as a separate line item on the invoice. No charge will be allowed for freight, express cartage or other transportation unless agreed and specified on this Purchase Order. Items shipped parcel post must be insured.

RISK OF LOSS: Regardless of F.O.B. point, the Vendor agrees to bear all risks of loss, injury or destruction of goods ordered which occur prior to receipt of the goods by SaskGaming. No such loss, injury or destruction releases the Vendor from any of its obligations under the Purchase Order.

NON-PERFORMANCE: In the event of delays in delivery or a material default or material failure to perform an obligation under this Purchase Order by the Vendor, the Purchase Order may be immediately terminated by SaskGaming by giving written notice to the Vendor.

PACKING SLIPS: Packing slips must accompany all shipments and shall indicate Purchase Order number.

INVOICES: Invoices submitted shall indicate Purchase Order number.

PAYMENTS: Payments will be only made by SaskGaming upon receipt of a valid Vendor invoice. Payments will be made 30 days from the later of the receipt of goods, materials, and services or the receipt of a valid invoice. International Purchase Orders may be subject to Canadian Withholding tax.

QUANTITY: The quantity of the items ordered must not be exceeded or changed without first obtaining the consent of SaskGaming Procurement Department. Items other than those ordered will not be accepted and will be returned as rejected items at the Vendor's expense.

EXPIRY: The Purchase Order is valid for a period of one year from date of issue unless otherwise stated on Purchase Order.

TRADE AGREEMENTS: Purchase Order will be subject to any applicable trade agreement(s), and the Vendor agrees to comply with any applicable trade agreement(s).

VENDOR'S PROMISE: The Vendor covenants and warrants that:

1. All goods, materials, and services supplied are free from and clear of all liens, claims, or encumbrances of any kind. All goods, materials and services supplied conform to the specification in the Purchase Order, are of merchantable quality and are fit for the purpose they are ordinarily used, except if a particular purpose has been stated by SaskGaming Procurement Department, in which case the goods, materials and services are fit for that particular purpose;
2. Prices shall remain fixed for the duration of this Purchase Order;
3. There has been no violation of trade mark, patent, copyright, or any other intellectual property right in manufacture, production, or sale of the goods, materials, or services supplied;
4. They shall indemnify and save harmless SaskGaming against and from all liabilities, losses, claims, suits, and expenses (including reasonable legal fees on a solicitor and own client basis) arising from or out of any breach of the Vendor's obligations or warranties, any misrepresentation by the Vendor, and any other act or omission of the Vendor;
5. All goods produced as a result of this Purchase Order meet or exceed the Canadian Standards Association ("CSA") where CSA applies;
6. It will comply with all applicable federal, provincial (or state) and local or municipal laws, orders, rules and regulations, including all environmental laws in manufacturing, processing, and provision of all goods and services to SaskGaming;
7. All of its employees who will be working on site at SaskGaming are over nineteen (19) years of age;
8. If they are providing a service for SaskGaming:
 - (a) they have read and agree to be bound by all relevant Saskatchewan health and safety legislation and SaskGaming's policies and procedures pertaining to health and safety (the policy can be found here: <https://casinoregina.com/corporate/procurement> (click on the Occupational Health and Safety Policy link));
 - (b) they are registered and capable to provide proof to SaskGaming of an active employer's account with the Saskatchewan Workers' Compensation Board (WCB). The Supplier warrants that it shall maintain the account in good standing until the services have been completed to SaskGaming's satisfaction; and
 - (c) they have read and agree to be bound SaskGaming's Harassment Prevention policies and procedures (the policy can be found here: <https://casinoregina.com/corporate/procurement> (click on the Harassment Prevention Policy link)).

OTHER TERMS: The parties agree that:

1. The Purchase Order may not be transferred, assigned or subcontracted by the Vendor without the prior written consent of SaskGaming, which consent may be withheld for any or no reason or consent given with or without conditions;
2. If a court or other lawful authority of competent jurisdiction declares any provision of the Purchase Order to be invalid, illegal or unenforceable, the Purchase Order continues in full force and effect with respect to all other provisions. All rights and remedies under such other provisions survive any such declaration.
3. The Purchase Order must be interpreted, performed and enforced in accordance with the laws of Saskatchewan and of Canada as are applicable in Saskatchewan.
4. Any notice given or other communication sent by a party with respect to the Purchase Order must be in writing and must be delivered or sent by registered mail, postage prepaid, or by facsimile transmission, addressed to the other party at the address or facsimile number last provided by that party to the other.