

# Terms and Conditions

## Purchase Order

### General – (Subcontractor & Suppliers)

These Terms & Conditions apply to all purchase orders and subcontracts issued by Anderson-Webb Limited Ltd.  
Acceptance of this order or initiation of work establishes full acceptance of these T&Cs. Any alternate or additional terms submitted by the Subcontractor or Supplier are void unless expressly accepted in writing by Anderson-Webb Limited.  
Anderson-Webb Limited reserves the right to cancel, modify, or reassign this agreement at any time prior to acceptance or completion.

### Scope of Work/Supply Of Equipment & Materials – (Subcontractor & Suppliers)

#### Subcontractor:

Subcontractors shall furnish all labour, supervision, tools, and equipment required to complete the described scope in full compliance with project documents, codes, and specifications.

#### Supplier:

Suppliers shall provide all specified materials, components, and equipment complete with all documentation, ,MTRS,CRNs, testing certificates, and warranties as required. All parties are responsible for reviewing drawings, specifications, and site conditions prior to proceeding.

### Quality, Inspection & Acceptance (Subcontractor & Suppliers)

All workmanship, materials, and equipment shall meet project specifications, industry standards, and all applicable codes.

Subcontractors and Suppliers are to ensure all work is completed at first class quality. All materials and equipment supplied are new and free of defect. The contractor and Owner reserves the right to inspect and reject any nonconforming work or materials at any time. Rejected items shall be removed, repaired or replaced immediately at the Subcontractor or Suppliers expense without impact to the project schedule.

### Schedule, Coordination & Delays – (Subcontractors & Suppliers)

Time is of the essence. Failure to meet schedule requirements may result in back charges, delay cost, or termination of contract.  
Subcontractor must co ordinate all works with other trades and attend all scheduling and progress meetings as required.  
Any anticipated delays must be reported immediately in writing to Anderson-Webb Limited.

### Delivery, Storage & Handling - (Suppliers)

All deliveries must be clearly identified, properly packaged, and delivered to listed address on PO and must include complet packing slip, or BOL.  
Supplier is responsible for offloading protection, handling of materials until accepted by Anderson-Webb Limited  
Damaged or incomplete shipments will be refused or returned at the supplier's cost. All materials shall remain Suppliers property and responsibility until inspected and accepted by the Anderson-Webb Limited

### Site Work & Supervision - (Subcontractor)

Subcontractor must provide competent supervision a all times during performance of work. Site personnel must follow all Anderson-Webb Limited safety policies and Owner requirements. Sub-contractor will maintain a clean, organized, and safe work area daily. Unsafe acts, or property damage may result in removal from site and cost recovered by subcontractor responsible.

### Safety, WSIB & Insurance – Subcontractor & Supplier

All parties shall comply with the Occupational Health & Safety Act (Ontario) and all site-specific safety plan policies.  
WSIB certificates must be valid and submitted before commencing any work or deliveries.

#### Minimum insurance requirements:

Commercial General Liability = **\$5,000,000**

Automobile Liability = **\$2,000,000**

Proof of coverage must be supplied upon request by Anderson-Webb Limited

### Payment – (Subcontractor & Supplier)

Standard terms Net 60 Days form receipt of approved invoice.

Anderson-Webb Limited may withhold payment for incomplete, defective or noncompliant work or materials.

Payment does not constitute acceptance of goods or waiver rights.

### Change Orders & Extra Work – (Subcontractor & Supplier)

No extras, substitutions, or deviations will be recognized without written authorization from Anderson-Webb Limited .

Verbal direction or claims for extras not confirmed in writing are void.

Approved change orders must include agreed pricing and schedule impacts prior to proceeding.

### Warranty (Subcontractors & Suppliers)

Supplier warrants all materials and equipment to be new, merchantable, and free from defects for a minimum of one (1) year from acceptance, unless otherwise specified.

Subcontractor warrants all workmanship for a minimum of one (1) year from final completion.

Defective goods or work shall be repaired or replaced at the responsible party's sole cost.

### Permits – (Subcontractor)

Subcontractor is responsible for obtaining all necessary permits, inspections, and approvals for their scope. All work and materials shall meet current CSA, TSSA, ESA, and applicable regulatory standards.

Supplier is responsible for ensuring all materials comply with Canadian codes and standards.

### Back Charges – (Subcontractor & Supplier)

Contractor may deduct or back charge costs due to damage caused by Subcontractor or Supplier,  
Back charges will be deducted directly from payment without prior notice.

### Confidentiality (Subcontractor & Supplier)

All project documents, drawings, and information are confidential and remain the property of Anderson-Webb Limited,  
No disclosure is permitted without written consent.

### Dispute Resolution (Subcontractor & Supplier)

All disputes shall first be addressed through direct negotiation between parties.

Unresolved disputes may be referred to binding arbitration under the Arbitration Act (Ontario). Contractor's determination shall remain in effect until final resolution.

### Governing Law – (Subcontractor & Supplier)

This agreement shall be governed by and interpreted under the laws of the Province of Ontario, Canada. Jurisdiction shall rest with the region of Contractor's principal place of business.

### Anderson-Webb Limited Terms & Conditions - Entire Agreement – (Subcontractor & Supplier)

This document and the related PO or subcontract constitute the entire agreement between Anderson-Webb Limited and the Subcontractor/Supplier.

No verbal statements or prior correspondence modify these terms unless confirmed in writing by Contractor.

**Anderson-Webb Limited - Authorized Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor/Supplier - Authorized Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_