





1. Products and Services. In accordance with the terms and conditions set forth herein, Customer may purchase and Staples shall provide the products and services at the prices set forth in Staples's quotation unless otherwise agreed to in writing by the parties.
2. Standard Delivery. Staples shall use commercially reasonable efforts to ship products ordered by Customer before 4:00 p.m. local time within one (1) business day after acceptance of a purchase order, except for special order, furniture, out of stock products, or deliveries requested outside Staples's specified distribution locations. Orders for out of stock products will be held open and delivered upon availability, unless otherwise directed by Customer prior to delivery. Customer acknowledges and agrees that Staples may provide substitute products from time to time. All other products will be delivered based on a mutually agreeable delivery schedule. Customer's authorized representative(s) in each location will be required to sign written or electronic documents or devices provided by Staples at the time of delivery of products. Customer agrees that Staples may leave products with Customer if it obtains another employee's signature or if it cannot obtain any signature at the time of delivery. Normal deliveries within Canada are at Staples's expense. Expedited delivery, desk-top delivery or delivery outside Staples's distribution network may be subject to additional charges.
3. (a) Title, Risk of Loss and Warranty. Title and risk of loss in connection with the products shall pass to Customer at the time the products are delivered to Customer. Staples warrants that it will provide Customer with pass-through of all manufacturers' warranties for all products sold to Customer in lieu of any other express or implied warranties from Staples. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. STAPLES SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.
- (b) Customer Warranty. Customer represents and warrants that Customer will (i) follow all instructions provided by Staples relating to use, dilution, or installation of facility products and (ii) use and dispose of the facility products in accordance with all applicable federal, provincial, and local laws and regulations, including environmental rules and regulations. Customer's breach of this Section shall void any and all facility product warranties.
4. Termination. Either party shall have the right to terminate this agreement, for any reason during the term, by giving the other party written notice no later than thirty (30) days prior to the effective date of termination. If either party materially breaches this agreement, the non-breaching party must give the breaching party written notice of the breach and thirty (30) days to cure such breach. If the breach is not cured within thirty (30) days, this agreement may be terminated by the non-breaching party. Either party may also immediately terminate this agreement upon written notice to the other in the event that party becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to or initiates a proceeding under any bankruptcy or insolvency law or has wound up or liquidated its business. Notwithstanding any termination of this agreement pursuant to this Section 4, each party shall be responsible for its obligations hereunder up to the termination date, including without limitation, Customer's responsibility to pay for any products and services that have been provided or ordered under this agreement.
5. Returns. Staples will accept returns of stocked products in accordance with the terms and conditions of its then current return policy posted on [www.staples.ca](http://www.staples.ca) (a copy of which shall be made available to Customer upon request).
6. Payment. Unless otherwise agreed to in writing by Staples, Customer will pay for the products and services in full at point of sale. Customers that are eligible and qualify to open a credit account with Staples ("Account Customers"), as determined by Staples in its sole discretion, will be invoiced by Staples for the products and services. Account Customers will remit all invoice payments, including all taxes on the purchases to Staples within thirty (30) days from receipt of invoice, unless otherwise agreed to in writing by Staples.
7. Confidentiality. The parties agree not to disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, such confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked or labeled as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures.
8. Limitation of Liability. Staples's aggregate liability for direct damages under this agreement shall not exceed the total amount of consideration paid by Customer to Staples under this agreement. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof.
9. Force Majeure. Neither party shall be liable for any delay in or impairment of performance resulting in whole or in part from acts of God, labour disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of any unit of government or governmental agency, or any other circumstances or causes beyond the reasonable control of either party in the conduct of its business.
10. Assignment. Neither party may assign this agreement without the prior written consent of the other party, provided however that Staples may assign this agreement to any affiliate, subsidiary or controlled entity. Any party who is assigned this agreement is bound to all of the terms and conditions contained herein. Any assignment in contravention hereof shall be null and void.
11. Governing Law. The provisions of this agreement shall be construed in accordance with the laws of the Province of Ontario excluding its conflicts of law provisions. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. Any disputes under this agreement shall be brought in the provincial or federal courts of competent jurisdiction situated in the Province of Ontario. The parties consent to the personal jurisdiction and exclusive venue of these courts and hereby waive any defences based upon the venue, inconvenience of the forum, the lack of personal jurisdiction and the like.
12. Terms and Conditions. These terms and conditions contain the entire agreement between the parties as it specifically pertains to the subject matter contained herein. In order to be effective, any modifications must be in writing, signed by an authorized agent of both parties, and attached hereto. All purchase orders submitted to Staples shall be governed by the terms herein. Any provisions in Customer's invoices, billing statements, acknowledgment forms or similar documents which are at variance with the provisions of this agreement shall be of no force or effect unless specifically agreed to in writing by the Staples. Any statement purporting to make Customer's acceptance conditional on the Staples's assent to additional or different terms is hereby rejected and shall be of no effect. No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion. If any provision of this agreement is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, it shall be severed and the remaining provisions hereof shall remain in full force and effect. Unless otherwise provided herein, the rights and obligations of any party which by their nature extend beyond the expiration or termination of this agreement shall continue in full force and effect notwithstanding the expiration or termination of this agreement.
13. Quotation. Staples's quotation does not include any applicable taxes, unless otherwise agreed to in writing by the parties. Staples's quotation will expire thirty (30) days after the date of the quotation and is subject to confirmation by Staples upon receipt of any purchase order from Customer. Unless otherwise agreed to in writing, the prices in Staples's quotation are subject to change upon written notice to the Customer. Any of the following acts by Customer shall constitute acceptance of this quotation and all of the above noted terms and conditions: signing and returning a copy of the quotation; delivery of any products or services ordered; informing Staples in any manner of commencement of performance; or returning Customer's own form of acknowledgment or purchase order.