

# NPP Contract For Goods

Ship to

**To the supplier:**

Invoices must be sent to the address shown in the "Ship to" field.

Supplier

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Contract Date (select date)      Delivery required by      Contract Number      Other

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Issued by      Additional Instructions

Item No.	Item Description	Quantity	Unit Price	Item Price

Subtotal

Tax

Total

**Contractor Signature**

**Contracting Authority Signature**

**Print Name and Title**

**Print Name and Title**

**Date:**

**Date:**

Item No.	Item Description	Quantity	Unit Price	Item Price

**General Terms and Conditions**

1. This order, including these general terms and conditions, forms the entire contract between His Majesty the King in right of Canada, as represented by either Chief of Defence Staff or Commander Base/Wing/Unit in his Non-Public capacity through Canadian Forces Morale and Welfare Service or Canadian Forces Base/Wing/Unit ("NPP") and the contractor and no variation thereof, irrespective of the wording or terms of the contractor's acceptance, will be effective unless specifically agreed to in writing by the NPP. No local, general or trade customs shall be deemed to vary the terms thereof. Where the context requires, the word "goods" is to be read as including services.
2. Goods will be received by the NPP subject to final inspection and acceptance by the consignee specified in this order or if not so specified, by any person authorized by the NPP. Goods found to be defective or not in compliance with the specifications may be returned to the contractor at the contractor's expense.
3. In supplement of, and not by way of substitution for the terms of the specifications or any warranty stipulated or implied by law and notwithstanding prior acceptance by the NPP, the contractor shall at any time within its standard warranty period, at its own expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship. The contractor shall state its standard warranty period and related terms and conditions at time of delivery.
4. The contractor warrants that it has the right to use and sell any patented devices or parts used in the goods purchased and agrees to indemnify the NPP against any claims for royalties, license fees or other claims or demands by reason of the use or sale thereof, whether or not any such devices or parts are specified by the NPP or used by the contractor in the goods purchased without such specifications.
5. The goods shall be at the risk of the contractor who shall bear all loss or damage, from whatsoever cause arising, which may occur to the goods, or any part thereof, until delivered to the NPP. The NPP reserves the right to change the place of delivery at any time prior to actual shipment provided that the contractor shall be entitled to be reimbursed for any actual increased cost, or shall reduce the prices to the extent of any decreased cost, arising out of such change.
6. Goods must be new and unused unless specified otherwise herein and delivered strictly in accordance with the quantities, specifications and terms and conditions of this order. Time shall be of the essence of this order.
7. The prices are F.O.B. destination and include all charges for packing, loading, unloading and transportation unless otherwise specified herein. Should the contractor prepay transportation charges which are payable by the NPP under the terms of this contract these charges are to be shown as a separate item on the invoice.
8. If carload shipment, shipping notices must be sent immediately to the NPP showing car number, initial and routing. Car service will be deducted for all cars that reach the NPP without shipping notice.
9. The NPP reserves the right to cancel or purchase elsewhere, any portion of this order that is not delivered by the date required for this order.
10. No Member of the House of Commons of Canada shall be admitted to any share or part of this contract or any benefits to arise therefrom.
11. Unless otherwise specified in this order, payment will only be made in Canadian funds within thirty (30) days following presentation of invoices, or within thirty(30) days following delivery of the goods, whichever is later, payment will only be calculated from the date when both the goods and acceptable invoices are received by the NPP. The NPP hereby undertakes to pay interest on overdue accounts, calculated in accordance with section 11 of the NPP General Conditions.
12. The prices shown on this order are final.
13. This agreement shall enure to the benefit of, and shall be binding upon the successors and assigns of the NPP and the contractor respectively provided that the contractor shall not assign this agreement or any part thereof without the prior written consent of the NPP, and any assignment made without such consent shall be of no effect.
14. All specifications, drawings, samples, patterns and dies furnished to the contractor by the NPP for use in respect of the order shall be deemed to be owned by the NPP and shall be returned to the NPP at the expense of the contractor when requested.
15. This agreement is governed by and construed in accordance with the laws of Canada.
16. Anti-forced labour requirements. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor shall not, during the performance of the Contract, directly or indirectly, deliver Work to NPP or import Work into Canada the importation of which is prohibited from entry pursuant to ss. 136(1) of the Customs Tariff Act, and tariff item No. 9897.00.00 of the Customs Tariff Act – Schedule (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.  
For the purposes of this section "First-Tier" means a subcontractor who contracts directly with an NPP contractor.
17. Child Labour. The Contractor and its First-Tier subcontractors shall not employ child labour. Child labour means work done by children who are younger than the minimum age for admission to employment indicated in applicable legislation of the country in which the labour is performed. In any event, children shall be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Employees younger than 18 shall not perform hazardous work, which includes work that may jeopardize their health, safety or morals.
18. Forced labour. The Contractor and its First-Tier subcontractors shall not use forced labour or compulsory labour in any of its forms, including trafficking in persons for the purpose of forced or compulsory labour. Forced or compulsory labour includes any work or service that is exacted from any person under the menace of any penalty, and for which that person has not offered himself or herself voluntarily.
19. The Code of Conduct for Suppliers (the "Code") is incorporated by reference and applies to this Contract. Suppliers are required to adhere to the requirements specified in the Code.