

GENERAL CONDITIONS FOR GOODS CONTRACT

These General Conditions and any applicable supplementary general conditions apply to and are incorporated into the contract between Government of Yukon and the Supplier. The Parties acknowledge and agree to the following terms and conditions:

1.0 Definitions

1. For the purposes of this Contract:
 1. "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon;
 2. "Contract" means undertaking by the Parties to perform their respective duties, responsibilities and obligations as prescribed in this Contract and includes, but is not limited to: any supplementary general conditions, specifications, appendices, schedules, and change orders and amendments thereto;
 3. "Supplier" or "Contractor" means the person or legal entity engaged by YG and identified as such in this Contract, and includes the Supplier's authorized representative agreed to by YG in writing;
 4. "Goods" means the goods, products, and materials to be supplied by or through the Supplier or under this Contract, and everything to be performed under this Contract, including any ancillary work or services related thereto; and
 5. "YG" or "Owner" means Government of Yukon and includes the Government of Yukon's authorized agent or representative.

2.0 Supply of Goods

1. The Supplier shall supply YG with the Goods in accordance with the terms of the Contract.
2. The Supplier shall ensure that all Goods supplied under this Contract must be new, unused, and in a safe, serviceable and clean condition, unless otherwise explicitly stated in this Contract.
3. The Supplier shall ensure that the Goods:
 1. are free from all material defects and damage;
 2. are free from any security interest, and all liens, encumbrances on title, or other claims which may subject the Goods to seizure and/or removal;
 3. conform and comply with any applicable laws and standards, including, but not limited to: the Canadian Standards Association, Canadian Standards Board or General Standards Board, National Building Code, National Fire Prevention Association, and any other applicable standards or codes required by governmental and regulatory authorities; and
 4. operate in accordance with any specifications described under the Contract.
4. The Supplier represents and warrants that it has full rights and authority to provide or sell the Goods, and the use or sale of the Goods will not infringe any intellectual property rights, including: patent, copyright, or trademark, contractual or property rights, or any other rights. The Supplier shall promptly provide YG with written notice upon being aware of any infringement of rights arising from or related to the Goods or this Contract, and immediately take all reasonable steps to mitigate any damages to YG and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.

5. The Supplier shall not substitute or replace any Goods without the prior written consent of YG, and any Goods which are substituted shall exceed or at least be of a quality or standard equal to those specified in the Contract. If there is a conflict with the terms of the Contract, the terms establishing the higher quality, manner or method of supplying the Goods, using the more stringent standards, will prevail.
6. The Supplier shall ensure that all Goods are handled in accordance with the manufacturers' printed directions or recommendations, and all Goods are shipped and stored as recommended by the manufacturer and kept in the recommended conditions and temperature where applicable.
7. Unless otherwise explicitly stated in the Contract, the Supplier shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, insurance; travel and accommodation costs; storage costs; transportation, shipping, handling, delivery, and carriage costs; custom duties and taxes or any other fees or other charges required by law; permits, inspections and regulatory approvals, and any other facilities and ancillary services required to supply the Goods.
8. The Supplier shall immediately notify YG of any product recalls and use reasonable efforts to promptly notify YG of any material updates, revisions, changes, enhancements, or other material modifications to any Goods supplied by the Supplier.
9. Where applicable, for each shipment of Goods, the Supplier shall, in hard copy or in electronic or online form, provide YG with one complete up-to-date set of standard user manuals, technical manuals setting forth pertinent information relating to the use, operation, installation, and maintenance of the Goods, including, but not limited to: product warnings, and updates thereto. The Goods will not be deemed acceptable until YG receives such documentation. Such documentation shall be in English.
10. The Supplier shall be solely responsible for supervising, managing, and coordinating the supply and delivery of the Goods, and shall supply the Goods in a good, proper, workmanlike, and expeditious manner and ensure that:
 1. the Supplier and its officers, employees, sub-suppliers, and agents are authorized, qualified, and competent to supply and handle the Goods, and have the necessary skills, knowledge, certification, and ability to supply the Goods; and
 2. all factual matters and materials submitted to YG are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.
11. The Parties will, in writing, each designate an individual to act as their representative who will have authority to communicate and exchange information between the Parties.
12. Where applicable, the Supplier shall manage, supervise, and be solely responsible for the work of its sub-suppliers in the supply of the Goods. Any work to be performed by a sub-supplier shall not relieve or discharge the Supplier from its obligations under this Contract. Upon request by YG, the Supplier shall provide YG with the names of all sub-suppliers that will be used in the performance of the work or supply of the Goods. The Supplier shall obtain YG's prior written consent before adding or changing any sub-suppliers.
13. The Supplier shall be fully and solely responsible for overseeing and complying with all health and safety and hazardous substances laws applicable to the supply and delivery of Goods, including: any related ancillary work or services and any requirements under the Workers' Safety

and Compensation Act, SY 2021, c.11 and its regulations (as amended) ("WSCA"). The Supplier shall have full and sole control of such work and services for the purposes of health and safety and the WSCA, including: taking all precautions and adopting and carrying out all work techniques, procedures and systems to prevent or reduce the risk of injury or death to other employers' workers and other persons in relation to such work and services or at or near the workplace.

The Supplier shall be solely and fully responsible for overseeing and complying with all laws related to occupational health and safety or hazardous substances applicable to the Goods.

14. The Supplier shall implement and comply with any applicable First Nation Participation Plan or Agreement ("YFNPA") in the supply of the Goods and performance of this Contract and fulfill any commitments or obligations thereunder, including any labour or subcontracting commitments, which shall be deemed to form part of this Contract and Supplier's obligation to supply the Goods. Upon request by YG, the Supplier shall, in a form and with content reasonably acceptable to YG and within the timeframe specified by YG in the request, provide YG with sufficient evidence that it has completed or complied with its YFNPA, including, but not limited to: a statutory declaration from an authorized representative of the Supplier that it has fulfilled all the terms and obligations under its YFNPA, contact information for any Yukon First Nation Business listed or proposed by the Supplier related to their YFNPA, or verification of the wages, amount, described goods or dollar value of any proposed Yukon First Nation labour or subcontractor commitments. If the Supplier fails to sufficiently demonstrate or prove that it has properly completed or complied with the terms and obligations of its YFNPA, then YG may, at its discretion, be entitled to: withhold any amounts payable to the Supplier or deduct from any amounts payable to the Supplier an amount to properly perform such terms and obligations and cover any liability or additional costs which YG may incur resulting from the Supplier's failure to complete or comply with such terms or obligations.
15. The Supplier acknowledges and agrees that the supply of Goods and its performance under this Contract is subject to review and evaluation under Government of Yukon's Vendor Performance Review Program ("VPR"). For further information on the VPR process and evaluation criteria or for any inquiries, please email: contracts@yukon.ca. The Supplier's scoring and rating resulting from the VPR may be used to: determine the Supplier's eligibility for future Government of Yukon procurement or contracting opportunities, evaluate the Supplier for any Government of Yukon procurement or contracting opportunities, and/or be considered in any decisions by Government of Yukon to purchase goods or services or award a contract or work to the Supplier. The Supplier shall, at its own cost, fully participate in and cooperate with YG during the VPR process, and upon request by YG, promptly provide any relevant information, documents, or materials that are reasonably necessary to: complete the VPR evaluation process within any timeframes stated under the VPR, determine or finalize the Supplier's scoring or rating under the VPR process, and/or resolve any disagreement or contestation of the Supplier's score or rating under the VPR process.

3.0 Delivery and Acceptance of the Goods

1. The Supplier shall ensure that the Goods will be delivered to YG at the place, date, and time specified in this Contract.

2. The Supplier shall ensure that the Goods are visibly and clearly addressed to YG at the specified place of delivery.
3. The Supplier shall provide YG with delivery particulars in advance of delivery, including, but not limited to the following information: delivery date, mode of shipment, name of shipping/courier company, courier tracking or identification number, and any applicable special instructions regarding handling, unpacking, installation and assembly.
4. The Supplier shall ensure that the Goods are delivered in good condition and must be suitably packed in such a manner as will reasonably assure their undamaged arrival at the place of delivery. The Supplier shall not be entitled to any payment or additional costs or expenses related to the Goods or for any extension of the delivery date or delays, unless otherwise agreed to in writing by both Parties.
5. The Supplier is solely responsible for the costs related to packaging, shipping, handling, and delivery of the Goods, unless otherwise explicitly stated in the Contract.
6. The Goods shall remain at the risk of the Supplier until such time as YG has actually received delivery of and accepted the Goods.
7. Prior to accepting the Goods, YG shall have a reasonable opportunity to inspect and test the Goods, and determine if the Goods are in accordance with the terms of the Contract.
8. The Supplier will promptly notify YG in writing of any event or condition that could delay delivery of the Goods beyond the delivery date. Such notice will not require YG to accept any late shipment or waive any of its rights or remedies with respect the delay or late delivery of the Goods.
9. Upon request by YG, the Supplier shall, in a form and with content reasonably acceptable to YG, prepare and submit to YG, a schedule for the supply of the Goods that coincides with any: payments, major activities, deliverables (including any Yukon First Nation Participation Plan/Agreement), or delivery dates stated in the Contract and indicates the timing of such major activities, deliverables, and dates in relation to the supply of the Goods. Once approved in writing by YG, the Supplier shall supply the Goods in accordance with such schedule and the terms of the Contract.

4.0 Defects and Warranty

1. If any Goods are damaged or defective or do not meet the quantity or specifications under the Contract, or fail in any way to comply with the terms of this Contract, then YG reserves the right to:
 1. send a rectification notice to the Supplier, and the Supplier shall, at its own expense: promptly replace the Goods or promptly remedy the defect, damage, or default as specified by YG within a reasonable timeframe as specified by YG in the rectification notice;
 2. refuse acceptance of the Goods, in which case the Supplier shall fully refund YG for any monies paid to date, and shall be solely responsible for the cost and expense of having the Goods removed from the place of delivery and returned to the Supplier; or
 3. exercise any other rights or remedies under this Contract or in law.
2. Unless otherwise explicitly stated in the Contract, the Supplier shall provide YG, with all applicable warranties and guarantees related to the Goods. Such warranties shall be no less favourable than any published warranty or warranty generally available to the public. The

Supplier shall maintain all available warranties and guarantees in favour of YG, and ensure that all such warranties and guarantees are in YG's name as beneficiary.

5.0 Payment

1. YG shall make payment to the Supplier in accordance with the terms of the Contract. The maximum amount stated in the Contract shall not be exceeded without the prior written approval of YG. Unless otherwise explicitly stated in the Contract, any amounts stated in the Contract are all inclusive, and includes, but is not limited to: any applicable manufacturer warranties; operational or maintenance manuals or instructions; any applicable spare parts; supply, installation, commissioning, storage, shipping, handling, and delivery of the Goods, and any ancillary work or services related thereto.
2. Unless otherwise explicitly stated in the Contract, all amounts are in Canadian funds, and the actual amounts payable by YG will be determined based on the Goods actually supplied and accepted in accordance with the Contract, and invoices received and approved by YG, acting reasonably.
3. The Supplier shall submit an invoice or application for payment, in a form and with content acceptable to YG, acting reasonably. Amounts invoiced on account of costs or expenses for supply of the Goods shall not exceed the value of the Goods received and accepted before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. In the event YG, disputes an amount invoiced by the Supplier, YG may withhold the disputed portions of payment and will pay the undisputed portion within the prescribed time. Upon request by YG, the Supplier shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.
4. YG's obligation to pay the Supplier under this Contract is subject to the following:
 1. the *Financial Administration Act* (Yukon), RSY 2002, c. 87 and its regulations (as amended); and
 2. the Supplier abiding by the terms and conditions of this Contract.
5. YG, may holdback or deduct a reasonable amount to correct or remedy any damage, defect, or non-compliance related to the Goods and any related costs or expenses from any amount or payment due to the Supplier.
6. YG shall pay the Supplier any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract. Pursuant to the Yukon's Interest Regulations (OIC 1986/039, as amended), if YG fails to make payment to the Supplier within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly.
7. The Goods under this Contract are being purchased by YG for a public purpose with public money and are not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Supplier shall not add or include the GST/HST in any invoices for the Goods supplied under this Contract, and is solely responsible for claiming any input tax credits to which Supplier may be entitled.

8. In addition to any rights YG may have under this Contract, in law or in equity, YG may deduct or set off or deduct from payments owing to the Supplier any liability arising from the Supplier to YG under this Contract or otherwise against any liability arising from YG to the Supplier.

6.0 Changes to the Contract

1. Changes to the Contract and the Goods supplied must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No change to the Goods or Contract shall be made without a written change order. Any change to the Goods or Contract by written change order shall be final and total compensation for and inclusive of all costs and expenses arising from or related to the change in the Goods or Contract, including, but not limited to: any costs or expenses related to warranties, provision of operational or maintenance manuals or instructions, insurance, supply, installation, commissioning, storage, shipping, handling, and delivery of the Goods, and any ancillary services thereto.
2. In order to provide a sufficient opportunity for YG to assess and address any additional impact or costs related to the Goods, the Supplier shall promptly give written notice to YG of any claim related to the supply of the Goods or Contract, including but not limited to: additional costs or expenses or delays in the supply of the Goods. Such notice must include sufficient detail and supporting information in order for YG to reasonably assess the claim and be provided to YG no later than 5 calendar days from the date on which the Supplier becomes aware or ought to have reasonably become aware of the claim.
3. If the Supplier fails to provide such notice, or proceeds with any change in the Goods or Contract without a written change order, no payment, other than payment that is expressly stated in the Contract shall be made to the Supplier for any amount owing or any extra expense, loss, damage, cost, or compensation whatsoever incurred or sustained by the Supplier. If YG and the Supplier do not agree on the proposed change or amount of the change to the Goods or Contract, the matter shall be resolved pursuant to the dispute resolution clause under this Contract.
4. If there is any reduction in costs or expenses related to the supply of the Goods or performance of the Contract, then YG shall be entitled to a credit/rebate or decrease for such costs or expenses on the total amount payable under the Contract and any related costs or expenses to supply the Goods or perform the Contract.

7.0 Insurance and Liability

1. Unless otherwise explicitly stated in the Contract, without restricting any obligations or liabilities of the Supplier under the Contract, the Supplier shall provide, pay for and maintain the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to YG:
 1. Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Supplier's premises, property and operations, and include, but is not limited to: contingent liability covering sub-suppliers; tort liability; and contractual liability covering the Supplier's liability under this Contract with YG. The Supplier shall include the Government of Yukon as an additional insured party on its Commercial General Liability insurance; and

2. where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the supply of the Goods.
2. The Supplier shall pay all deductibles for any of the insurance policies required under this Contract. Upon request by YG, the Supplier shall submit proof of insurance coverage to the reasonable satisfaction of YG. The Supplier shall immediately notify YG of any lapse, cancellation, or material change to the Supplier's insurance coverage.
3. The Supplier shall indemnify and hold harmless YG from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Supplier; breach of this Contract or, breach of any statutory or professional duty by the Supplier; or any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Supplier. For greater certainty, the term "Supplier" for the purposes of this section includes the Supplier and its officers, employees, Sub-suppliers, agents, and successors or assigns. This indemnity shall survive the expiry or termination of this Contract.

8.0 Confidentiality and Access to Information and Privacy

1. If YG designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Supplier shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of YG; or as required by law provided that the Supplier gives written notice to YG promptly upon becoming aware of such a requirement. The Supplier will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
2. The Supplier shall ensure that any employees, agents, sub-suppliers or any third party with whom the Supplier shares or provides access to or possession of the Confidential Materials, shall, in favour of YG, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
3. The Supplier acknowledges that any records, information, documents, or materials provided by the Supplier are subject to applicable access to information legislation, including: the Access to Information and Protection of Privacy Act SY 2018 c.9 and its regulations (as amended) ("ATIPP"), and may be disclosable by YG under ATIPP. No records, information, documents or materials provided by or through the Supplier are subject to confidentiality or non-disclosure by YG except to the extent expressly agreed to in writing by YG. In addition, if the Supplier wishes YG to treat any records, information, documents or materials as confidential or non-disclosable, it must make a formal request for same and must provide YG with accurate, complete and detailed information, materials, or evidence sufficient to support the Supplier's request for confidentiality or non-disclosure and to meet any applicable legislative requirements. Any purported undertaking for non-disclosure or confidentiality by YG to the Supplier that conflicts with a legislative requirement or that is not explicitly agreed to in writing by YG, is void and unenforceable, and YG shall not be liable in any way for such undertaking.
4. For the purposes of this section, the terms: "personal information" has the same meaning as defined under ATIPP and "personal health information" has the same meaning as defined in the

Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended) ("HIPMA"). The Supplier acknowledges and agrees that:

1. the Supplier will comply with any applicable provisions of ATIPP and HIPMA, including: any applicable obligations or requirements where the Supplier is a "service provider" as defined under ATIPP, or a "custodian" or "agent" as defined under HIPMA;
 2. any personal information or personal health information provided to the Supplier by YG or collected by the Supplier as agent of YG remains the sole property of YG, and, upon the expiry or termination of this Contract or upon request by YG, the Supplier will promptly destroy or return to YG all personal information or personal health information provided by or under the control of YG, without making any copies, except where the Supplier is specifically authorized and required by law or professional obligation to retain such information;
 3. the Supplier will not collect, use, disclose or permit to be collected, used or disclosed any personal information or personal health information provided by or under the control of YG or collected by the Supplier as a "service provider" as defined under ATIPP or agent of YG for any purpose other than as necessary for the supply of the Goods, performance of the Contract, or to comply with the law;
 4. the Supplier will apply administrative, technical and physical measures to ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, limited to those persons with a need to access such information, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its officers, employees, agents, Subcontractors or any third party with whom the Supplier shares or provides access to or possession of the personal information or personal health information complies with the Supplier's obligations under section 8.3, and is bound, in favour of YG, by the same terms or terms no less restrictive than the terms under section 8.3, and the Supplier shall, at its own cost, take any action or execute any documents required to give effect to such terms;
 5. the Supplier will fully cooperate with and assist YG for the purposes of the Supplier or YG complying with or meeting any obligations or requirements under ATIPP, HIPMA, or section 8.0; and
 6. the Supplier will notify YG in writing as soon as reasonably possible of any breach of section 8.0 or any applicable statutory provision under ATIPP or HIPMA, and promptly take all reasonable steps to mitigate the breach and prevent any further harm arising from the breach.
5. Section 8.0 – Confidentiality and Access to Information and Privacy shall survive the expiry or termination of this Contract.

9.0 Dispute Resolution

1. In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful and confidential manner.

10.0 Conflict of Interest

1. The Supplier:

1. shall conduct its duties related to the Contract with impartiality and shall disqualify itself from dealing with anyone with whom a relationship between them could bring their impartiality into question;
2. shall not influence, seek to influence, or otherwise take part in a decision of YG, directly or indirectly, knowing that the decision might further their private or personal interests;
3. shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of its duties related to the Contract, that causes, or would appear to cause, a conflict of interest; and
4. shall have no financial or personal interest in the business, interest group, or organization of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of its duties related to the Contract, and if such interest is acquired during the term of the Contract, the Supplier shall promptly declare it to YG and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest. Such conflict of interest will not relieve the Supplier of its obligations under the Contract.

11.0 Default, Termination, Suspension, or Cancellation of Order

1. In addition to any other right or remedy the Owner may have under this Contract, if the Supplier neglects to properly supply the Goods or fails to perform or refuses to comply with the terms of the Contract, YG may, without prejudice to any other right or remedy YG may have, give the Supplier written notice that it is in default of its obligations and instruct the Supplier to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties, acting reasonably. If the default cannot be corrected within the 5 calendar days or in such other time period as agreed to by the Parties, then YG may, without prejudice to any other right or remedy YG may have, do one or more of the following:
 1. terminate the Contract immediately upon written notice to the Supplier;
 2. suspend the supply of the Goods under the Contract;
 3. reduce, set off, or deduct payment under the Contract;
 4. terminate or discontinue the Supplier's right to supply the Goods or perform the Contract in whole or in part and have another supplier supply the Goods; or
 5. take any action deemed necessary by YG to supply the Goods or perform the Contract.
2. In the case of suspension or termination of the supply of the Goods or Contract, the Supplier shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by YG provide YG with any records, materials, information or documents related to the Goods. The Supplier shall arrange for reasonable protection of the Goods and make no further commitments in relation to the Goods or this Contract, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Goods or this Contract, unless otherwise agreed to by the Parties.
3. Upon 5 calendar days' prior written notice, YG may: cancel any order for the supply of Goods (in whole or in part), suspend or terminate the Contract for its convenience at any time and without cause. In the event of cancellation, suspension or termination pursuant to this section, YG shall,

subject to the Supplier providing any sufficiently detailed and supporting information or materials reasonably satisfactory to YG, pay to the Supplier for Goods actually and properly supplied up to the date of termination in accordance with the terms of the Contract together with all reasonable and proper costs directly incurred by the Supplier during the period prior to the cancellation, suspension or termination that cannot be mitigated by the Supplier using all reasonable efforts, subject to the Supplier providing YG with sufficient and detailed proof of such costs or expenses. Any disputes in relation to such costs or expenses shall be resolved in accordance with the dispute resolution clause under the Contract.

12.0 Notice

1. The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by hand; by courier; by mail; facsimile or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
 1. if delivered in person or by courier, on the date of delivery;
 2. if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed; or
 3. if sent by facsimile or electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other party setting out the new address in accordance with this clause.

13.0 General

1. For greater certainty, the Supplier is an independent contractor, and where explicitly required under legislation, including: ATIPP or HIPMA (where applicable), nothing in this Contract shall create the relationship of employer and employee or principal and agent between the Parties. Nothing in this Contract shall create the relationship of partnership or joint venture between the Parties. All personnel or subcontractors engaged by the Supplier to supply the Goods or perform the Contract are at all times the sole responsibility of the Supplier.
2. The Supplier will not, without the prior written consent of YG, assign, either directly or indirectly, any right, benefit, or obligation of the Supplier under this Contract and such assignment will be considered void.
3. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party.
4. Each provision of this Contract will be valid and enforceable to the fullest extent permitted by law. If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.

5. The Supplier shall comply with all applicable laws, YG policies, and standards in the supply of the Goods and the performance of this Contract, and shall ensure that its sub-suppliers, officers, employees, and agents comply with such laws, policies, and standards in the supply of such Goods and performance of this Contract. References in this Contract to laws, regulations, and codes are considered to be references to the latest published version. For greater certainty, the Parties hereby expressly agree that the United Nations Convention on Agreements for the International Sale of Goods does not apply to this Contract. Upon request by YG, the Supplier shall provide proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of YG, including, but not limited to: proof of a valid business license(s) or registration under the Yukon Business Corporations Act RSY 2002, c. 20 or the Partnership and Business Name Act, RSY 2002, c. 166, and proof of a valid "Letter of Compliance" from the Yukon Workers' Compensation Health and Safety Board (where applicable).
6. This Contract does not operate as a permit, license, approval or other statutory authority, which the Supplier may be required to obtain from the Government of Yukon or any of its agencies in order to supply the Goods or perform this Contract. Nothing in this Contract is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty. Government of Yukon shall not be liable in any way for any additional cost or expense or delay related to or arising from the exercise or enforcement of or any failure to exercise or enforce any statutory duty, function, or power by the Government of Yukon or its agencies.
7. The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
8. This Contract will be deemed to have been made in and will be interpreted and enforced by the courts in Yukon and in accordance with the laws in force in Yukon, without regard to conflict of law principles that would impose a law of another jurisdiction.
9. Time and place of delivery is of the essence in this Contract.
10. This Contract shall be binding upon the Parties hereto and their lawful heirs, executors, administrators, successors and assigns.
11. This Contract includes: the General Conditions, specifications and scope of work, and where applicable: any additional contract details, Supplementary General Conditions, appendices, and schedules, and constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any Supplementary General Conditions, the Supplementary General Conditions will govern. No terms and conditions set out in any other document or purchase order provided by the Supplier, shall be binding against YG, except where such term or condition has been explicitly stated in this Contract and agreed to explicitly in writing by an authorized representative of YG.
12. Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Contract, and that each person signing this Contract on behalf of a Party has been properly authorized and empowered to enter into and execute this Contract. This Contract may be executed in counterparts, each of which will be deemed as an original and all of which will constitute one and the same document.