



## PURCHASE ORDER TERMS AND

THESE TERMS AND CONDITIONS, THE PURCHASE ORDER, AND ANY DOCUMENTS REFERENCED OR ATTACHED HERETO (COLLECTIVELY, "PURCHASE ORDER") CONSTITUTE THE ENTIRE AGREEMENT BETWEEN AUTODESK AND SUPPLIER. SUPPLIER MAY NOT SHIP OR COMMENCE PERFORMANCE UNDER RESERVATION UNLESS OTHERWISE AGREED IN WRITING BY BOTH PARTIES. BY ACCEPTING THIS PURCHASE ORDER AND/OR COMMENCING OF PERFORMANCE HEREUNDER, SUPPLIER AGREES TO FULLY COMPLY WITH ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER AND SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER.

**1. CONTROLLING TERMS.** Any attachments referenced on this Purchase Order or attached shall be deemed for all purposes to be an integral part of this order. In the event of irreconcilable conflict between such referenced attachments and the terms stated herein, these terms and conditions shall control. Further, Autodesk shall not be bound and expressly rejects any terms or conditions included in or with Supplier's documents or invoices unless expressly incorporated herein.

**2. PRICING.** All prices and charges for Products and/or Services stated in the Purchase Order are firm. Autodesk is not responsible for charges of any kind unless specifically stated in the Purchase Order. Any general price decrease announced by Supplier for Products and/or Services similar to the items described on this Purchase Order shall automatically reduce the price thereof by a comparable percentage.

**3. SALES AND USE TAX EXEMPTION.** Unless otherwise specified in the Purchase Order, Supplier must calculate and pay all applicable local, state or other taxes with respect to the Products and/or Services provided hereunder.

**4. SHIPPING AND DELIVERY.** Time is of the essence in Supplier's performance under this Purchase Order. Supplier will deliver Products and/or Services on the delivery date specified in the Purchase Order. Failure to meet agreed upon delivery shall be deemed a breach of the Purchase Order. Supplier will insure that shipments are properly packed to prevent loss of damage in accordance with best commercial practices. Supplier substitutions, partial shipments or partial invoices are not allowed. Supplier will include with each delivery of Products a packing list identifying the Purchase Order number, contents, expiration dates and other Product identifiers. Unless otherwise agreed to in writing, shipping terms are DDP (Incoterms 2012) freight prepaid to Autodesk's delivery location specified in Purchase Order. Risk of loss will pass to Autodesk upon Autodesk's acceptance of Products and/or Services, or upon complete delivery, if there is no acceptance undertaken by Autodesk. Without limiting the foregoing, Supplier shall observe all local laws, regulation and/or applicable carrier regulations. Supplier assumes responsibility for all shipping, delivery charges, including, without limitation, customs, duties, costs, taxes and insurance.

**5. ACCEPTANCE.** At Autodesk's option, Products and/or Services will be subject to inspection, testing and/or acceptance by Autodesk or its designee, at the location designated by Autodesk. Any initial inspection by Autodesk on receipt of the Products and/or Services is conditional and shall not waive any rights to reject and return such Products and/or Services if latent defects are later discovered. Autodesk may reject Products and/or Services in full or in part.

**6. RETURNS.** If Products and/or Services are defective, nonconforming, or supplied in a quantity greater or less than the quantity specified in the Purchase Order, or are otherwise not accepted, Autodesk may elect any one of the following: (i) return of any or all Products and/or Services for a full refund; or (ii) demand prompt replacement of Products and/or re-performance of Services until acceptable to Autodesk. Supplier is responsible for all reasonable costs and expenses incurred for the return of nonconforming Products or the return any overshipments or re-performance of Services. All articles and material returned to Supplier for breach of warranty hereunder shall be at Supplier's expense including expenses and penalties incurred by Autodesk in recalling such articles and materials which have been delivered to Autodesk's customers and expenses of redelivery.

**7. INVOICING AND PAYMENT.** Supplier shall submit invoices when Products and/or Services have been delivered and accepted to Autodesk's full satisfaction. Payment will be made within 60 days of receipt of an accurate, undisputed invoice. Each invoice must clearly reference the Purchase Order number. Autodesk may set off any amount owing for any reason, at any time, from Supplier to Autodesk or any of its affiliated companies against any amount payable at any time by Autodesk in connection with this Purchase Order. Unless otherwise set forth on the Purchase Order, invoices may be sent to: [AP.Invoice.Canada@autodesk.com](mailto:AP.Invoice.Canada@autodesk.com) or mailed to: Autodesk, Canada Co., Accounts Payable, PO Box 190635, San Francisco, CA 94119-0635, United States.

**8. INSURANCE/PERMITS.** Supplier shall be responsible for, at Supplier's expense and in Supplier's name, all applicable payroll taxes and all applicable insurance required for its employees, such as disability and workers' compensation insurance, as well as Commercial General Liability, Automobile and any other insurance reasonably necessary or appropriate given the nature of the Products or Services to be provided hereunder or as required by Autodesk, as well as licenses and permits usual or necessary for the Products or Services to be provided hereunder. If requested, supplier shall provide proof of same to Autodesk.

**9. CONFIDENTIALITY AND PUBLICITY.** This Purchase Order and any supporting documentation or communications relating to this Purchase Order are deemed confidential and proprietary information of Autodesk. Supplier shall not, without the prior written consent of the Autodesk, publicly disclose its relationship as a supplier to Autodesk. Any information provided by Supplier shall be deemed confidential and is provided to Autodesk free of restriction. Supplier represents and warrants that each supplier personnel has signed a nondisclosure agreement relating to all Information affected by this Purchase Order with terms at least as restrictive as those set forth herein. This provision shall survive the expiration, termination or cancellation of this Purchase Order.

**10. REPRESENTATIONS AND WARRANTIES.** Supplier represents and warrants that (i) Supplier's personnel is properly licensed and bonded, has the skills, qualifications and certifications necessary to provide the Products and/or Services in a timely, professional and competent manner in accordance with applicable industry standards; (ii) all Supplier Products and/or Services will conform in all respects to the requirements and specifications furnished by Autodesk; (ii) that all Products and/or Services will be of good material and workmanship, free from all defects in manufacture or design, and are of merchantable quality, fit for their intended purpose. Autodesk's acceptance of Supplier Products and/or Services shall not relieve Supplier of its obligation under this warranty. Supplier's warranty shall be effective for a period of time as set forth on the face of this Purchase Order. If no such warranty period is set forth on the face of this Purchase Order, the warranty shall be effective for a period of one year from the date of acceptance of the Products and/or Services by Autodesk, or for such longer period specified by Supplier. If applicable, Supplier shall provide and/or pass-through all manufacturer warranties and/or service level agreements for the Products and/or Services provided.

**11. RECORDS.** Supplier shall (i) keep and maintain accurate records relevant to this Purchase Order for a period of seven (7) years after final payment under this Purchase Order; (ii) permit the authorized representative of Autodesk or its designee or both at any reasonable time to inspect or audit all data, in whatever form or format, relating to performance and billing to Autodesk under this Purchase Order; and (iii) permit Autodesk reasonable access to its premises for the purpose of determining if Contractor's performance meets Autodesk's requirements or to ascertain and/or confirm the quality, completeness or timeliness of the work, adherence to the schedule, and any related matters.

**12. OWNERSHIP.** Any creative or custom Services prepared, developed and delivered by Supplier under this Purchase Order is a work made for hire (e.g., but not limited to, documentation, reports, photography, web design, graphics, writing). Supplier acknowledges and agrees that the Services (and all rights therein, including, without limitation, copyright) belongs to and will be the sole and exclusive property of Autodesk. If for any reason the Services are not considered a work made for hire under applicable law, Supplier does hereby sell, assign, and transfer to Autodesk, its successors and assigns, the entire right, title and interest in and to the copyright in the Services and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works derived therefrom. Supplier grants to Autodesk, Autodesk subsidiaries and affiliates, a non-exclusive, royalty-free, irrevocable, perpetual, transferable, sublicenseable license to use, copy, distribute, display, modify, and make derivative works of any pre-existing Supplier property to the extent necessary for Autodesk to exercise its rights in the Products and/or Services.

**13. INDEMNITY.** Supplier shall defend, indemnify, and hold Autodesk, its officers, agents and employees harmless from any loss, cost, damage or bodily injury, including death, property damage or other economic injury of whatsoever kind or nature arising out of, or incidental to the performance, delivery or installation related to this Purchase Order occasioned in whole or in part by any action or omission of Supplier, its employees, officers and agents or any of them. Supplier shall defend, indemnify and hold Autodesk, its officers, agents, and employees harmless from any and all loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged infringement of any patent, trademark, copyright, trade secret, or other intellectual property right arising from the purchase or use of the Products and/or Services provided under this Purchase Order, except where such infringement arises solely by reason of designs for such materials or articles originally furnished to Supplier by Autodesk.

**14. TERMINATION.** Autodesk may terminate this Purchase Order for convenience upon written notice to Supplier. If this Purchase Order is terminated for Autodesk's convenience, Autodesk will pay Supplier only for Services actually performed or Products provided, and accepted, as provided in this Purchase Order, through the date of termination. Autodesk shall have no other or further liability to Supplier as result of such termination. Any obligations or duties which, by their nature would naturally survive termination shall so survive.

**15. RELATIONSHIP OF PARTIES.** Supplier and Autodesk expressly agree that Supplier and each of its employees are independent contractors. Supplier shall pay all wages, salaries, and other amounts due its respective employees and shall be responsible for all obligations respecting them relating to applicable payroll taxes, income tax withholdings, disability, workers' compensation and unemployment insurance premiums, health care and pension plan contributions and other similar responsibilities. Supplier will comply with Autodesk's policies, including safety and security policies, as may be applicable. Supplier agrees to indemnify Autodesk



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from any claims, losses, costs, fees, liabilities, damages, attorney's fees and expenses suffered by Autodesk arising directly or indirectly from any allegation or determination that Supplier or its employees or subcontractors are employees of Autodesk.

**16. RESERVATION OF RIGHTS.** Autodesk expressly reserves all rights and remedies which are available to it at law or equity, including but not limited to rights and remedies set forth in the Uniform Commercial Code.

**17. WAIVER.** Any failure of Autodesk to enforce at any time, or for any period of time, any provision of this Purchase Order shall not constitute a waiver of such provision or of Autodesk's right to enforce each and every provision.

**18. ASSIGNMENTS AND SUBCONTRACTING.** Performance obligations shall not be assigned or transferred by Supplier without prior written approval by Autodesk. Any attempted assignment or transfer without such consent shall be void. Supplier shall not subcontract any portion of the work to be performed by it under this order without the prior written consent of Autodesk.

**19. MODIFICATIONS.** Any and all changes, amendments, alterations, or additions to this Purchase Order must be in writing and executed by an authorized representative of Autodesk.

**20. APPLICABLE LAW.** This Purchase Order shall be governed by the laws of the jurisdiction from which this Purchase Order is issued.

**21. COMPLIANCE WITH LAW.** Supplier will at all times comply with all applicable federal, state, provincial, municipal and local laws, orders and regulations, including without limitation, those affecting its employees and other workers.