

PURCHASE ORDER TERMS AND CONDITIONS

- 1. Acceptance:** City reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind City to accept future shipments, nor deprive it of the right to return goods already accepted.
- 2. Late Deliveries:** If delivery of the commodity or service cannot be made as specified or sooner and at the price shown, notify the City Purchasing Officer immediately. And correspondence, other than invoices, relating to this order must be sent to the Purchasing Officer. The City reserves the right to cancel order if delivery is not made by the time specified.
- 3. Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by the City.
- 4. Defects:** By accepting this order Seller acknowledges that the goods covered by this order are satisfactory for the purposes intended by City.
- 5. Prices:** Unless otherwise provided goods shall be furnished at the prices indicated on this order only. Invoices will be honored for purchase order prices only. Prices on the order include delivery to the Department within building unless otherwise specified on the order.
- 6. Patent Infringement:** Seller agrees to indemnify City and hold it harmless from and against all liability, loss damage, and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon with respect to any part of the goods covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the City.
- 7. Packing:** All goods, wrappers and containers must bear markings and labels required by applicable federal, state, and municipal laws and regulations for the protection and safety of persons and property and Seller warrants that prices include all charges to packing, crating, and transportation to f.o.b. point.
- 8. Nonassignment:** This order must not be assigned or transferred to anyone without the written approval of the Purchasing Officer.
- 9. Labor Disputes:** Whenever any actual or potential labor disputes delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to City.
- 10. HAZARDOUS MATERIAL:** SELLER SHALL PROVIDE MATERIAL SAFETY DATA SHEETS FOR EACH PRODUCT CONTAINING HAZARDOUS SUBSTANCE AS LISTED BY CALIF. DIR. IND. REL. IN CALIF. ADM. CODE, TITLE 3, SEC 5194 AND LABOR COSTS. Seller agrees to furnish Material Safety Data Sheet (Form OSHA 20) as applicable for hazardous or potentially hazardous products.
- 11. Discounts:** Discount period will be computed from date of receipt of invoice, or goods or services whichever is the later date.
- 12. Hold Harmless:** Seller agrees to indemnify, defend and save City and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to Seller's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this agreement, or are caused or claim to be caused by the negligent acts of Seller, its agents or employees, and all expenses of investigating and defending against same; provided, however that this indemnification and hold harmless shall not include any claim arising from the sole negligence or willful misconduct of the City, its agents or employees.
- 13. Out of State vendors** maybe required to have withholding for State Income Tax purposes.