

PURCHASE TERMS & CONDITIONS

1. Agreement. Seller shall furnish and perform the materials, equipment, supplies or services covered by this Purchase Order according to the terms and conditions set forth in this Purchase Order.
2. Delivery. Seller shall deliver the materials, equipment, supplies, or services free from any and all claims, debts, or demands whatsoever. Deliveries shall be made as set forth in this purchase.
3. Packing. No charges for transportation, containers, drayage, packing, etc. will be allowed unless expressly authorized by this Purchase Order.
4. Freight Charges. All shipments are F.O.B. - Destination, Seller pays charges, unless specified otherwise in the body of this Purchase Order.
5. Inspection and Acceptance. Inspection and acceptance will occur at destination, unless otherwise provided in the Purchase Order. The services, materials and supplies furnished must be exactly as specified in this Purchase Order. If, prior to final acceptance, any services and any materials and supplies furnished are found to be incomplete, or not as specified, the Agency may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price.
6. Change Orders. The Agency may at any time make written changes within the general scope of the Purchase Order.
7. Invoices. Seller shall submit all invoices directly to the Accounts Payable Department. The date for determining term discounts is the invoice date or delivery date of the items ordered. Invoices must contain: Seller's Federal Tax I.D. number, Purchase Order number, invoice number and date, item number, description of supplies/services, quantities and units of measure, unit prices and extended totals. Sales tax must be shown on the invoice as a separate item.
8. Excise Tax. The Agency is exempt from payment of Federal Excise Tax. No Federal Tax should be included in any price. The Agency will furnish exemption certificates as needed.
9. Taxes. Seller shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this order, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to materials and supplies furnished or work performed hereunder and shall hold the Agency harmless from, and indemnify the Agency for any and all liability for any such payment or failure to pay contributions, premiums, and taxes.
10. Payments. All payments and cash discounts will be computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of invoice, whichever is latest.
11. Force Majeure. The Agency will not hold Seller liable for failure or delay in fulfillment of the terms of this Purchase Order if Seller's performance is hindered or prevented by fire, flood, labor strikes, or acts of god.
12. Compliance with Law. Seller is subject to and shall comply with all Federal, State, Agency, and local regulations with respect to its performance.
13. Governing Law. All questions of validity, interpretation or performance of any of the terms or of any rights or obligations of the parties to this agreement shall be governed by California law.
14. Default. In case of default by Seller, the Agency reserves the right to procure the goods or services from other sources and to hold the Seller responsible for any excess costs occasioned to the Agency thereby.
15. Warranty. In addition to all other express or implied warranties, Seller warrants that the items and services furnished under this Purchase Order shall be free from any defects in material or workmanship and shall perform in accordance with all written proposals, descriptions, specifications and samples furnished by the Agency or furnished by Seller and approved by Agency.
16. Termination. The Agency may, by giving ten (10) calendar days written notice to the Seller, terminate this Purchase Order prior to the designated completion date for cause.
17. Integration Clause. This Purchase Order is limited to the terms and conditions contained herein. Any additional or different terms in the Seller's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
18. Indemnity. Seller agrees to protect, release, defend, indemnify and hold harmless the Agency, its officers, elected and appointed officials, employees, agents and volunteers from and against any and all liability, actions, claims, damages, costs or expenses including attorney's fees and costs and expenses of suit, which may be asserted by any person, including Seller, from any cause whatsoever, directly or indirectly, arising out of or in connection with the activities of Seller, its agents, employees and subcontractors, provided for herein whether or not there is concurrent passive negligence on the part of the Agency. Agency shall be reimbursed for all costs and attorneys' fees incurred by the Agency in enforcing this obligation. This indemnification shall survive termination of this agreement.
19. Cessation of Funding. In the event that Federal, State, Agency, or grant funding for this Purchase Order ceases, this Purchase Order is terminated immediately without notice and without penalty to the Agency.