

# Purchase Order Terms & Conditions

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Summary:

Terms and conditions under which the City will process a purchase order.

Published on:

10/01/2008

Last Updated:

10/01/2008

## 1. Acknowledgements And Acceptance

If any of Seller's terms of sale are not in agreement with the terms of this purchase order, the terms hereon shall govern unless the City of Hardeeville (City) accepts Seller's terms in writing. No oral agreement or other understanding shall in any way modify this order or the terms or conditions hereon. Seller's action in (a) accepting this order, (b) delivering materials or, (c) performing services called for hereunder shall constitute an unqualified acceptance of the terms and conditions hereon.

## 2. Price Warranty

Seller will give City the benefit of any price reduction before actual time of shipment except that should City permit shipment to be made prior to specified shipping date that City shall have advantage of any price reduction before specified shipping date.

## 3. Indemnity

Seller agrees to indemnify and save City harmless from any loss, damage, or expense whatsoever resulting to City from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any products included in this purchase order and upon written request, Seller will defend at its own cost and expense any legal action or suit against City involving such alleged patent infringement and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. Seller will indemnify City against all claims for damages to persons or property resulting from defects from materials or workmanship.

## 4. Packing

No extra charges shall be made for packing or packaging material unless authority is expressly incorporated in this order. Seller shall be responsible for safe packing, which must conform to requirements of carrier's tariffs. All shipments must carry the correct quantity, product identification and purchase order number plainly marked on the packages. Cars or trucks must be loaded to minimum weight requirements to assure lowest rates unless otherwise specified or shipper will be charged with excess freight Buyer is required to pay.

**5. Deliveries**

Time is of the essence in placing this order. City reserves the right to cancel and reject goods upon default by Seller in time, rate or manner of delivery.

**6. Quantity**

The quantity of goods ordered must not be exceeded or reduced without the City's permission in writing except in conformity with acknowledged industry tolerances.

**7. Inspection**

All articles are subject to inspection and test at place of manufacture, the destination, or at both places by Buyer's representative. Material failing to meet the requirements of this order will be held at Seller's risk and may be returned to Seller with cost of transportation, unpacking, inspection, repacking, reshipping, or other like expenses to be the responsibility of the Seller.

**8. Specification Changes**

City shall have the right by a written order to make changes from time to time in the work to be performed or the materials to be furnished by the Seller hereunder. If such changes cause an increase or decrease in the amount due under this order or in the time required for its performance, an adjustment acceptable to both parties shall be made and the order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 days from when the change is ordered. Nothing in this clause shall relieve Seller from proceeding without delay in the performance of this order as changed.

**9. Liens**

Upon request of the City, the Seller shall deliver to the City, a formal release of all liens.

**10. Invoices And Shipments**

Invoices must contain purchase order numbers and should be mailed at the time of each shipment unless otherwise specified. If invoice is subject to cash discount, the discount period will be calculated from the date of receipt of claim or material, whichever is later. The City is not responsible for payment of finance service charges for payments processed within 30 days of invoice due date.

**11. F.O.B.**

Unless otherwise agreed to in writing, all delivered terms are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.

**12. Federal Excise Tax**

The City is exempt from payment of Federal Excise Tax. It must not be included on invoices.