

PURCHASE ORDER
TERMS AND CONDITIONS

The seller agrees that the following terms and conditions will be applicable.

1. If seller refuses to accept this order exactly as written, he will return it at once with explanation.
2. Purchaser will not be responsible for any goods delivered without purchase order.
3. Seller will send separate invoice for each purchase order number.
4. Seller will deliver no invoices to purchaser's employees.
5. No boxing, packing or cartage charges will be allowed by purchaser unless specifically authorized on the face of this order.
6. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice or from the date of the receipt of goods, whichever is later.
7. The risk of loss of and damage to the goods which are the subject of this order shall be and remain in the seller until the goods are delivered to the destination set out in the order and accepted by the purchaser or its nominee.
8. In the event of the seller's failure to deliver as and when specified or to perform as and when specified, purchaser reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and seller agrees that purchaser may return part or all of any shipment made and may charge seller with any loss or expense sustained as a result of such failure to deliver or perform.
9. In the event any article, service or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright, or application for either, seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of rights under such patent, copyright, or application for either.
10. In the event any article, service or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection with the use or sale of such article, service or process and are contributed to by said defective condition.
11. If seller performs services or constructs, erects, inspects or delivers hereunder, seller will indemnify and save harmless buyer from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen to occur in connection therewith. In addition, Seller shall, at the request of Purchaser, provide Purchaser with a certificate of insurance from a company acceptable to Purchaser naming Purchaser as an additional insured with coverage in amounts satisfactory to Purchaser, in Purchaser's sole discretion.
12. Purchaser reserves the right to place in seller's plant, at purchaser's expense an inspector or inspectors who shall be permitted to inspect before shipment, or during the process of manufacture, any material on this order.
13. Seller agrees not to release any advertising copy mentioning purchaser or quoting the opinion of any of purchaser's employees.
14. Seller represents and warrants that no Federal or State statute or regulations, or municipal ordinance, has been or will be violated in the manufacturing, sale and delivery of any article or service sold and delivered hereunder and if such violation has or does occur seller will indemnify and save harmless purchaser from all loss, penalties, or the payment of all sums of money on account of such violation.
15. Unless this contract is exempt therefrom, the contract provisions of Section 202 of Executive Order No. 11246, dated September 24, 1965, Equal Employment Opportunity—Government Contractors and Subcontractors, and any subsequent changes thereto are to the extent they may be applicable, made a part of this contract by reference.
16. Any contractors supplying both services and materials or only materials shall be paid all sales or use taxes on materials so furnished and shall indemnify and save harmless purchaser from any damages, costs, expenses or penalties, on account of such taxes.
17. Purchaser may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary.

18. The terms and conditions of sale as stated in this order govern in event of conflict with any terms or seller's proposal, and are not subject to change by reason of any written or verbal statements by seller or by any terms stated in seller's acknowledgement unless same be accepted in writing by the City of Gastonia.
19. Termination for cause and convenience of the City of Gastonia. The performance of work and/or delivery of ordered materials, supplies, equipment and/or service under this contract may be terminated by the City of Gastonia, in whole or in part, whenever it is determined to be in the best interest of the City of Gastonia, be it cause or convenience including, but not limited to, termination for failure to perform, inaccuracy or other material breach of any of its covenants, representations, or obligations, and the failure, inaccuracy or breach continues for a period of __ days after the City provides notice to the vendor. Any such termination shall be effected by the delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, the vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
20. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
21. In addition to these printed PO Terms and Conditions, additional FEMA contract provisions found in FEMA Contract Provisions Template at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf may apply and are incorporated herein by reference.