

BY ACCEPTING THIS ORDER, SELLER AGREES TO THE FOLLOWING TERMS AND CONDITIONS

1. ACCEPTANCE OF PURCHASE ORDER. A Purchase Order is given for immediate acceptance by the Seller. Unless promptly notified to the contrary, the City will assume the Seller accepts the order as written and will make delivery as specified on the document.
2. ENTIRE AGREEMENT. All specifications, drawings and data submitted to the Seller with this order or the solicitation of this order are hereby incorporated herein and made part hereof. This contract contains the entire agreement of the parties. No change in quantities, prices, specifications, terms, or shipping instructions will be allowed except on written authority of the City Purchasing Department. Any additional or different terms and conditions proposed by the Seller are objected to and hereby rejected unless specifically agreed to by the City.
3. IDEMNIFICATION. The Seller hereby agrees to indemnify, save and held harmless the City from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of the Agreement by the Seller, its agents or employees, or due to any act of occurrence of omission or commission of the Seller, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the City for its own negligence or breach of contract.
4. MODIFICATION. The City may by written Order make changes in the specifications, if such changes cause an increase or decrease in the Seller's cost or in the time required for performance of Contract: (a) the Seller shall promptly notify the City and assert its claim for adjustment within fifteen (15) calendar days and (b) an equitable adjustment shall be made by the City and the Contract modified accordingly. Nothing in this clause shall excuse the Seller from performing.
5. DEFAULT. Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right without liability, in addition to its other rights and remedies to terminate this contract by notice effective when received by the Seller, as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the Seller with any and all losses incurred.
6. TRANSPORTATION CHARGES. Transportation expenses for all shipments shall be prepaid to destination. Shipments sent C.O.D. or freight collect without the City's written consent will not be accepted and will at Seller's risk and expense be returned to Seller. No charges will be allowed by the City for transportation, packing, cartage or container's unless otherwise authorized in the Purchase Order.
7. UNAVOIDABLE DELAY. If the Seller is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control, Seller must immediately upon receiving knowledge of such delay, give written notice to the City and request a reasonable extension of time. The City shall examine the request and determine if the Seller is entitled to an extension.
8. QUANTITY. Quantities furnished in excess of those specified in the Purchase Order will not be accepted and will be held at Seller's risk and expense.
9. INSPECTION. Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with instructions, specifications, drawings, or data of Seller's warranty, (express or implied). Rejected materials or equipment shall be removed by, or at the expense, of the Seller promptly after rejection.
10. WARRANTY. The Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms and this order, including any drawings, specifications, or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured and designed for such other purposes as expressly specified in this order. The City may return any nonconforming or defective items to the Seller or require correction or replacement of the item all the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
11. REGULATORY COMPLIANCE. Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Florida Right To Know Law, Florida Statute Chapter 442.
12. ROYALTIES AND PATENTS. Seller shall pay all royalties and license fees. Seller shall defend all suits and claims for infringement of any patent copyright or trademark rights and shall hold the City harmless from loss on account thereof.
13. INSURANCE. The Seller shall maintain insurance as specified or as otherwise required by the city.
14. PAYMENT. Payments will be made within 30 days of the terms of the face of this order, or the Seller's invoice, whichever are more favorable to the City and payment date therefore shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.
15. IDENTIFICATION. Invoices in duplicate with prices set out and giving the correct Purchase Order Number must be sent to the address shown on the face of this order otherwise payment of Seller's account may be delayed. The Purchase Order Number shall appear on all invoices, boxes, packages, shipping documents and correspondence, and the list of contents shall be enclosed in each box or package.
16. TERMINATION. Buyer may, at any time, terminate this order in whole or in part by written or telegraphic notice or verbal notice confirmed in writing. Upon termination for convenience of the Buyer: the Buyer will assume responsibility for specific contractual or scheduled financial commitments made prior to notice of termination. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Buyer. If, however, termination is occasioned by the Seller's breach or any condition hereof, including breach of warranty, or by Seller's delay, except due to circumstances beyond the Sellers control and without Seller's fault or negligence. Seller shall not be entitled to any claim or costs or to any profit and Buyer shall have against Seller all remedies provided by law and equity.
17. TAXES. The City is exempt from state and local taxes. Exemptions number is printed on the reverse side hereof. This Order shall serve as the exemption certificate.
18. LAW GOVERNING. This contract shall be governed by and construed according to the laws of the State of Florida.