

CITY OF DEPORT
PURCHASE ORDER TERMS AND CONDITIONS

Effective Mar. 1, 2017



Vendors providing good or services to the City of Deport acknowledge that by delivering such goods or services they agree to the following terms and conditions. Should a formal contract be executed between the City of Deport and the vendor (whether as a result of a formal bid or not), the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

1. ACCEPTANCE: Acceptance of this Purchase Order, including the terms and conditions set forth herein, shall constitute the formation of a binding and enforceable contract between City and Vendor. Buyer hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by the City. Vendor's action in (a) accepting this order, (b) delivering materials or (c) performing services called for hereunder shall constitute and acceptance of terms and conditions below on this order.

2. INSURANCE: All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.

3. PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show; vendor company name and address, name and address for City Department to which shipment is being made, City Purchase Order Number and a descriptive information as to the items delivered. A City of Deport Purchase Order must be obtained by vendor before order fulfillment takes place.

4. INVOICES submitted for payment shall be addressed to City of Deport, Accounts Payable, P.O. Box 354A, Deport, TX 75435 and shall reference the City approved Purchase Order number.

5. TAXES: The City of Deport is tax exempt under Texas Tax Code Section 151.309. Invoices shall not include sales tax.

6. PAYMENT: Payment will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later. The City of Deport does not pay late fees or interest.

7. CHANGES/QUANTITIES: No changes may be made to this order without written authorization from a purchasing representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.

8. BACK ORDERS: All back orders must be approved by the Mayor. If orders cannot be timely delivered, Vendor shall immediately advise the city in writing.

9. QUALITY CONTROL: Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the Vendor's expense within a reasonable period of time. Payment for defective good or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made. **WARRANTY:** Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

10. PATENTS: Upon acceptance of this order, vendor agrees to protect the City from any claim involving patent right infringements, copyrights, or sale franchises.

11. SHIPPING: All prices must be F.O.B. destination. No boxing or packing charges will be allowed by City unless specifically authorized on the face of this order.

12. RISK OF LOSS: Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with the Vendor until the goods are delivered to the designation set out in the order and accepted by the City.

13. DELIVERIES: Delivery shall not be made to any place other than the destination indicated on the Purchase Order.

14. CANCELLATIONS: The City reserves the right to cancel purchase orders for failure on the part of the Vendor to deliver as promised, or within a reasonable time if no delivery commitment is made, unless acceptable notification of delay is given to the City by the Vendor.

15. LIABILITY: Any person, firm or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officer, agents and employees from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with this issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

16. APPLICABLE LAW: This Purchase Order shall be interpreted and enforced according to the provisions of the State of Texas Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.