

The following terms and conditions are applicable to Purchase orders entered into by and between the City of Fort Lauderdale, Florida (referred to as Buyer) and Vendor (referred to as Seller), which are included by reference herein.

**MODIFICATIONS:** No modifications of the order shall be binding upon Buyer unless approved in writing by Buyer or authorized representative of Buyer. Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at Seller's expense.

**ASSIGNMENT:** Any assignment of the order, performance of work hereunder, in whole or in part, or monies due to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

**TERMINATION:** Buyer reserves the right to terminate the order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of this order. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer.

**PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of the shipment may result in refusal of shipment at Contractor's expense.

**F.O.B.:** In those cases where prices stated are not F.O.B. destination, Seller is required to prepay changes and list on invoice.

**TERMS:** By accepting this order, the Seller agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with Buyer's policies and procedures.

**INVOICING:** Seller must render an original invoice in duplicate to the Finance Department stated on the front of the PO.

**TAX:** Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials.

**ORDER NUMBER:** Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

**COMPLIANCE:**

- A. The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinance rules and regulations that would apply to this order/contract.
- B. Seller shall comply, when applicable, with the provisions set forth by the "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327-330) as supplemented by U.S. Department of Labor (29 CFR Part 5).
- C. Seller shall provide access to pertinent records relative to contract/order for a period of three (3) years after the last receipt of payment is made under this contract/order, whichever occurs last.

**INSPECTION:** All commodities delivered on the order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at Seller's expense.

**LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**PAYMENT CHANGES:** Payments will only be made to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.

**ANTI-DISCRIMINATION:** Sellers doing business with Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age, with regard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training selection.

**UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and Buyer for any terms and conditions not specifically stated in this order.

**LEGAL RESPONSIBILITY:** By accepting the order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and local laws, statutes, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

**LIABILITY-COPYRIGHT/PATENT/TRADEMARK:** Seller shall save and hold harmless Buyer, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

**INSURANCE:** If the Seller is required to go on City property to perform work or services, the Seller shall assume full responsibility and expense to obtain all necessary insurance as required by the City.

**INDEMNIFICATION:** To the extent authorized by law, Seller shall indemnify, save and hold harmless Buyer, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontracts or assignees pursuant to the terms of the order.

**OCCUPATION SAFETY AND HEALTH:** Seller compliance required under Chapter 442, Florida Statutes, that a Material Safety Data Sheet (MSDS) must accompany any toxic substance delivered as a part of the order.

**REPRESENTATIVES:** All parties to the order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

**PUBLICITY:** No endorsement by the Buyer of the product and/or service will be used by the Seller in any way, manner or form in product literature or advertising.