

# City of Plant City Purchasing Department

## CITY OF PLANT CITY

### Purchase Order Terms and Conditions

***Acceptance of a purchase order from the City of Plant City includes acceptance of the following terms and conditions:***

1. DELIVERY AND ACCEPTANCE. Time of delivery is of the essence of this contract. The City reserves the right to refuse any goods or services and to cancel all or any part of the goods or services not conforming to applicable specifications, drawings, or descriptions. Acceptance of any part of the order shall not bind the City to accept future shipments or services, nor deprive it of the right to return goods already accepted.
2. RISK OF LOSS. Delivery shall not be deemed to be complete until goods or services have been actually received and accepted by the City.
3. LATE DELIVERIES. Should shipment of any part of this order be delayed beyond the time specified in the proposal or quotation for the same, or beyond the time specified herein, or if no time is specified, then beyond a reasonable time, the City reserves the right to purchase such articles or services at the market price for immediate delivery, and any excess in the cost of same over the price shown herein is to be paid by the Seller under this order, or deducted from any moneys now due or hereafter accruing to him from the City.
4. PRICES. This order must not be filled at prices higher than those shown on the order without written authority of the Purchasing Agent. The City shall be protected against declining prices on the undelivered portion of this order. Seller may elect to meet price reductions, but if he should

refuse to do so, the City shall have the right to cancel any or all of the balance due on this order without cost to it.

5. QUANTITY. The quantity of material delivered must be that specified on the order with variations limited to those established by custom or usage. All changes in quantity must be approved in writing by the Purchasing Agent. The City reserves the right to return excess shipments at the Seller's expense.
6. DEFECTS. By accepting this order, the Seller acknowledges that the goods covered by this order are satisfactory for the purposes intended by the City if disclosed and that any defect in such goods may occasion special damage to the City.
7. CONFORMING GOODS. Acceptance of all or any part of the goods shall not be deemed to be a waiver of the City's right either to cancel or to return all or any portion of the goods because of failure to conform to order, or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages including special damages occasioned to the City. Such rights shall be in addition to any other remedies provided by law.
8. PATENT INFRINGEMENT. Seller agrees to indemnify the City and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this order and such obligation shall survive acceptance of the goods and payment therefore by the City.
9. WARRANTY. Seller expressly warrants that the goods covered by this order are of merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon Seller's part to indemnify and hold the City harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by the City by reason of the failure of the goods to conform to such

warranties. Such indemnity shall be in addition of any other remedies provided by law.

10. REGULATORY COMPLIANCE. Seller represents that the goods covered by this order have been manufactured and sold in compliance with the requirements of the Robinson-Pitman Act, the Fair Labor Standards Act and other federal, state, and municipal laws, rules and regulations as applicable.
11. PACKING. All goods, wrappers and containers must bear markings and labels required by applicable federal, state, and municipal laws and regulations for the protection and safety of persons and property and Seller warrants that prices include all charges for packing, crating and transportation.
12. OSHA REQUIREMENTS. Seller agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued there under and warrants that all goods furnished under this order will conform to and comply with said standards and regulations. Seller further agrees to indemnify and hold harmless the City for all damages suffered by the City as a result of Seller's failure of the goods furnished under this order to so comply. Seller agrees to furnish Material Safety Data Sheet (form OSHA-20) as applicable for hazardous or potentially hazardous products.
13. WORKMAN'S COMPENSATION & PUBLIC LIABILITY. If any work at or about the City's property is to be done on this order all persons employed, whether the Seller's employees, his sub-contractors, or his sub-contractor's employees, shall be protected by Workman's Compensation and/or Employer's Liability Insurance. Also, the Seller shall adequately protect the City against all public liability claims which may result from performance of this order. The City reserves the right to require the Seller to furnish satisfactory evidence of the above protection before work is started on this order or at any time thereafter.

14. LABOR DISPUTES. Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to the City.
  
15. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties. It may not be modified or terminated orally and no claimed modification, termination or waiver shall be binding on the City unless in writing signed by an authorized representative of the City. No modification or waiver shall be deemed effected by Sellers acknowledgement or confirmation containing other or different terms. All titles to clauses contained in this order are for identification only and shall not be construed as being a substantive part of the agreement.