

Purchase Order Terms & Conditions

1. **Acceptance:** Acceptance of this order must be without qualifications. 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 city. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.

2. **Contractual Relationship:** Vendor shall perform the work described independently and not as an employee of the city. The city has no right to supervise, direct, or control the Vendor or the Vendor's officers or employees in the means, methods, or details of the work to be performed by Vendor. The city and Vendor agree that the work performed is not inherently dangerous, that Vendor will perform the work in a workmanlike manner, and that Vendor will take proper care and precautions to ensure the safety of Vendor's officers and employees.

3. **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.

4. **Packing Slips** or other suitable shipping documents shall accompany each shipment and shall show:

- Vendor company name and address
- Name and address of the city department to which the shipment is being made
- City Purchase Order number
- Descriptive information as to the items delivered, including quantity and part numbers

5. **Invoices** for payment shall be addressed to City of Pearland and submitted to the e-mail address reflected in the Bill To field of this Purchase Order (preferred), and shall reference this Purchase Order number. If impracticable for Vendor to email, hard-copy invoice may be submitted to Accounts Payable, P.O. Box 2719, Pearland, Texas 77588-2719, and shall reference this Purchase Order number. Payment will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

6. **Taxes:** This Purchase Order, when properly executed by the city, serves as a tax exemption certificate in that the City, as a municipality, claims an exemption from payment of taxes (under Texas Tax Code Section 151.309). These taxes must not be included on invoice.

7. **Payment:** All payments to be made by the City to Vendor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code.

8. **Changes / Quantities:** No changes may be made to this order without written authorization from a City 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.

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 goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

10. **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.

11. **Warranty – Product:** Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Vendor warrants that the goods provided hereto will conform to all specifications, drawings and/or descriptions of any City solicitation for bid resulting in this order.

12. **Patents:** Upon acceptance of this order, Vendor agrees to protect the city from any claim involving patent right infringements, copyrights, or sale franchises.

13. **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.

14. **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 destination set out in the order and accepted by the city or city's nominee.

15. **Deliveries:** Delivery shall not be made to any place other than the destination indicated on this Purchase Order, except as subsequently stated in writing by authorized City Purchasing personnel, on a date prior to shipment by the Vendor.

16. **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.

17. **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 officers, 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, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the 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.

18. **Personal Interest in City Contracts:** Vendor agrees to comply with the Personal Interest In City Contracts provision of the Pearland City Charter, Section 10.07 latest amendment which states "Personal interest in city contracts or any other actual or potential conflicts of interest shall be governed by applicable state law, including Texas Local Government Code Chapter 171." Vendor agrees to maintain current, updated disclosure of information on file with the City Purchasing Department as appropriate throughout the term of this contract.

19. **Conflict of Interest (Chapter 176 of Texas Local Government Code):** By doing business or seeking to do business with the city, Vendor acknowledges that they understand and accept the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance. Vendor may register and post their Conflict of Interest questionnaires online by visiting the Supplier Registration page located on the City of Pearland's website, <http://pearlandtx.gov/>

20. **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.

21. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Pearland, Brazoria County, Texas.

22. **Arrears in Taxes:** City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Pearland for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due shall affect the right of the City to offset the said taxes against the same.