

PURCHASE ORDER TERMS AND CONDITIONS

1. Please submit invoices in duplicate.
 2. Please submit separate invoices for each order.
 3. Show PO# on each carton label.
 4. Notify at once if order cannot be filled.
 5. The City is not exempt from California sales tax.
 6. The City is exempt from Federal excise tax.
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1. **Acceptance:** City reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind City to accept future shipments, nor deprive it of the right to return goods already accepted.
 2. **Late Deliveries:** If delivery of the goods cannot be made as specified or sooner and at the price shown, notify the City Purchasing Manager immediately. Correspondence, other than invoices, relating to this Order must be sent to the Purchasing Manager. The City reserves the right to cancel order if delivery is not made by the time specified.
 3. **Risk of Loss:** Delivery shall not be deemed to be complete until the goods have been actually received and accepted by the City.
 4. **Defects:** By accepting this order, Seller acknowledges that the goods covered by this order are satisfactory for the purposes intended by City.
 5. **Prices:** Unless otherwise provided, goods shall be furnished at the prices indicated on this order only. Invoices will be honored for purchase order prices only. Price on the order includes delivery to the Department within building unless otherwise specified on the order.
 6. **Patent Infringement:** Seller agrees to indemnify 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 the order, and such obligation shall survive acceptance of the goods and payment therefore by the City.
 7. **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 to packing, crating, and transportation to f.o.b. point.
 8. **Nonassignment:** This order must not be assigned or transferred to anyone without the written approval of the Purchasing Manager.
 9. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of the order, Seller shall immediately give notice thereof to City.
 10. **HAZARDOUS MATERIAL:** SELLER SHALL PROVIDE MATERIAL SAFETY DATA SHEETS FOR EACH PRODUCT CONTAINING HAZARDOUS SUBSTANCES AS LISTED BY CALIF. DIR. IND. REL. IN CALIF. ADM. CODE, TITLE 8, SEC 5194 AND LABOR COSTS. Seller agrees to furnish Material Safety Data Sheet (Form OSHA-20) as applicable for hazardous or potentially hazardous products.
 11. **Discounts:** Discount period will be computed from date of receipt of invoice, or goods or services whichever is the later date.

12. **Hold Harmless:** Seller agrees to indemnify, defend and save City and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to Sellers employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this agreement, or are caused or claim to be caused by the negligent acts of Seller, its agents or employees, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claim arising from the sole negligence or willful misconduct of the City, its agents or employees.
13. In the event of any conflict between the provisions of this Purchase Order Terms and Conditions and the terms of any proposal or related documents submitted by a vendor or a consultant, including without limitation a scope of work or alternate contract terms and conditions, the provisions of this Purchase Order Terms and Conditions shall control.
14. **Labor Compliance Requirements (Prevailing Wage, SB854 Etc).** If applicable, Contractor/Vendor must comply with all labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor Code sections 1771.1(a) & 1725.5, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described on the direct links provided in the document 'Labor Compliance Requirements (Prevailing Wages, SB 854 Etc.)', posted on the City Purchasing's website.