

# **PURCHASE ORDER TERMS AND CONDITIONS**

## **SECTION 1 PURCHASE ORDER AUTHORIZATION**

Vendors are required to have an authorized Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O. or written authorization.

## **SECTION 2 PURCHASE ORDER NUMBER**

Materials must be properly packaged and marked with the order number. The Purchaser's purchase order number and the successful seller's name must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser.

## **SECTION 3 ACCEPTANCES**

All terms and conditions of the purchase order shall become part of any contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract without written acceptance prior to the purchase.

## **SECTION 4 PRICE**

Seller warrants that the prices quoted hereunder are the lowest prices these or similar items are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

## **SECTION 5 DELIVERIES, TITLE AND RISK OF LOSS**

Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser. Damaged material will not be accepted.

## **SECTION 6 WARRANTIES**

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

## **SECTION 7 REMEDIES**

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Buyer agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

## **SECTION 8 APPLICABLE LAWS**

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

## **SECTION 9 MODIFICATIONS**

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement Director.

## **SECTION 10 PATENT INFRINGEMENT**

Seller shall hold buyer harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

## **SECTION 11 TERMINATIONS FOR CAUSE**

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts except those already completed and accepted by the Purchaser, and Seller shall be liable for and shall hold Purchaser harmless from any damage caused by Seller's breach or default.

## **SECTION 12 TERMINATIONS FOR CONVENIENCE**

Buyer may at any time terminate the order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

## **SECTION 13 ENTIRE AGREEMENTS**

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified and agreed upon in writing by both parties. No part of the order may be assigned or subcontracted without the prior written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this purchase. Purchaser's failure to insist on any right shall not operate as a waiver of any other right.

## **SECTION 14 WORKS ON PREMISES**

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request. All personnel assigned to the work must wear appropriate garments or nametags to identify them with the Seller.

## **SECTION 15 QUALITY GUARANTEE**

The Purchaser reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage. If any product delivered does not meet applicable specifications, or if the product does not produce the effect that the supplier represents, the Seller shall pick up the product at no expense to the Purchaser. Also, the supplier shall refund any money which has been paid for the same. The Seller shall be responsible for attorney fees in the event the supplier defaults and court action is required.