



CITY OF LOMPOC PURCHASE ORDER TERMS AND CONDITIONS

1. **TERMS OF ORDER:** This order is limited to the terms herein unless expressly agreed in writing by the City.
2. **SELL OR ASSIGN:** The supplier has no right to sell, assign, or transfer any obligations resulting from this order without the specific written consent of the Purchasing and Materials Manager.
3. **MATERIAL SAFETY DATA SHEETS:** Supplier shall conform to California Labor Code Section 6360 and Title B CAC, Sections 339 and 5194 and submit Material Safety Data Sheets with orders of hazardous substances.
4. **COMPLIANCE WITH LAWS:** All goods shall comply with all current federal, state, and other laws relative thereto. Supplier further agrees to indemnify, defend, and hold the City harmless for any failure to so conform.
5. **TAXES:** This order is subject to California Sales Tax. The City is exempt from Federal Excise Tax.
6. **WARRANTY:** Supplier fully warrants all materials and equipment, including without limitation, any optional equipment purchased by the City under the terms of this order, against poor and inferior quality and workmanship of equipment, labor and materials, for one year after the date of final acceptance by the City, unless otherwise stated hereon.
7. **LAWS GOVERNING CONTRACT:** This order shall be in accordance with the laws of the State of California. Vendor further stipulates that this order was entered into in the State of California, and the State of California is the only appropriate forum for any litigation as a result of breach hereof or any questions risen herefrom.
8. **ATTORNEY'S FEES:** If a suit or action is instituted in connection with any controversy arising out of this order, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs, including expert witness fees and costs of in-house counsel.
9. **BUSINESS TAX NUMBER:** Firms performing services or installations in the City of Lompoc must have a current City of Lompoc Business Tax Number.
10. **AUTHORIZED DISTRIBUTOR:** Vendor represents that vendor is an authorized distributor of the product ordered. The City reserves the right to cancel this order at any time if it is determined that the vendor is not an authorized distributor of the product ordered.
11. **NEWEST MAKE & MODEL:** Items ordered shall be of the newest make and model available unless otherwise stated herein.
12. **INSURANCE:** Vendors performing work on City premises shall possess a current approved certificate of insurance on file with the Purchasing and Materials Manager prior to the performance of work
13. **PREVAILING WAGES:** Vendors performing work exceeding a combined labor and materials costs of \$1,000.00 are required to comply with California Labor Code Sections 1773.2, 1776 and 1777.5.
14. **PAYMENT:** Payment will be made only upon receipt of all materials, services, and invoices which are as specified and in accordance with the terms of this order, unless otherwise stated herein.
15. **REJECTION OF MATERIALS/SERVICES:** All materials and services furnished shall be as specified and are subject to inspection and approval by the City. The City reserves the right to reject any material or service which does not comply with the specifications and/or terms of this order.
16. **F.O.B. POINT:** All orders are shipped F.O.B. Destination.
17. **TITLE:** Except as, otherwise expressly provided herein, title to and risk of loss on all items shipped by vendor or vendors agent to the City shall pass to the City upon the City's inspection and acceptance of such items at the City's premises.
18. **SHIPPING & HANDLING CHARGES:** Shipping, handling, packing, transportation, and any other fees or charges are not allowed unless specified otherwise herein.
19. **DELIVERY ADDRESS:** Vendor shall deliver to the delivery address indicated on this order. Deliveries received at other locations may not be accepted.
20. **PRODUCT LIABILITY:** Vendor certifies that insurance covering product liability, should malfunction occur causing property damage or personal injury, is in full force and effect, and agrees to indemnify, hold harmless, and defend City from any claims, liabilities or damages arising therefrom.
21. **DEFAULT BY VENDOR:** The City reserves the right to cancel at any time any or all items not delivered as directed and within the time specified. In case of default by Vendor, the City may procure the goods or services from any source available and charge the difference between the price named in this order and the actual cost hereof to the Vendor. Prices paid by the City are considered at the prevailing market price at the time such purchase is made.
22. **CHANGES IN ORDER:** No alteration or variation of terms of this order is valid unless made in writing and signed by the Purchasing and Materials Manager. No oral understandings or agreements not incorporated herein, and no alterations or variations of the terms herein, unless made in writing between the parties hereto.