



## CITY OF LOMPOC PURCHASE ORDER TERMS AND CONDITIONS

1. **TERMS OF ORDER:** This order shall be limited to the terms herein unless expressly agreed in writing by the City.
2. **SELL OR ASSIGN:** The supplier shall not have the right to sell, assign or transfer any obligations resulting from this order without the specific written consent of the Purchasing and Material 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:** Successful bidder shall fully warrant all materials, 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 a period of not less than one year from the date of final acceptance by the City, unless otherwise stated hereon.
7. **LAWS GOVERNING CONTRACT:** This contract shall be in accordance with the laws of the State of California. Seller further stipulates that this contract 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:** In the event a suit or action is instituted in connection with any controversy arising out of this contract, 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 any expert witness fees.
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:** Supplier must be 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 Supplier 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 hereon.
12. **INSURANCE:** Supplier/Contractor performing work on City premises must have a current approved certificate of insurance on file with the Purchasing and Materials Manager prior to the performance of work
13. **PREVAILING WAGES:** Supplier/Contractor performing work which exceeds a combined labor and materials cost of \$1,000.00 is required to comply with the provisions of Sections 1773.2, 1776 and 1777.5 of the Labor Code of the State of California.
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 hereon.
15. **REJECTION OF MATERIALS/SERVICES:** All materials and services furnished must be as specified and will be 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 shall be shipped F.O.B. Destination.
17. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Supplier or his 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 will not be allowed unless specified otherwise hereon.
19. **DELIVERY ADDRESS:** Supplier shall deliver to the delivery address indicated on this order. Deliveries received at other locations may not be accepted.
20. **PRODUCT LIABILITY:** Supplier certifies to having insurance covering product liability should malfunction occur causing property damage or personal injury and shall indemnify, hold harmless and defend City from any claims, liabilities or damages arising therefrom.
21. **DEFAULT BY SUPPLIER:** 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 Supplier, the City may procure the goods or services from any source available and may charge the difference between the price named in the contract or purchase order and the actual cost hereof to the Supplier. Prices paid by the City shall be considered at the prevailing market price at the time such purchase is made.
22. **CHANGES IN CONTRACT:** It is mutually understood and agreed that no alteration or variation of terms of this contract shall be valid unless made in writing and signed by the Purchasing and Materials Manager, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.