

PURCHASE ORDER

TERMS AND CONDITIONS

The seller agrees that the following terms and conditions will be applicable.

1. If the seller refuses to accept the order exactly as written, he will return it at once with explanation.
2. Purchaser will not be responsible for any goods delivered without purchase order.
3. Seller will send separate invoice for each purchase order number.
4. Seller will deliver no invoices to purchaser's employees.
5. No boxing, packaging, or cartage charges will be allowed by purchaser unless specifically authorized on the face of this order.
6. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice or from the date of the receipt of goods, whichever is later.
7. The risk of loss and damage to the goods which are the subject of this order shall remain with the seller until the goods are delivered to the destination set out in the order and accepted by the purchaser or its nominee.
8. In the event of the seller's failure to deliver as and when specified, purchaser reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and seller agrees that the purchaser may return part or all of any shipment so made and may charge seller with any loss of expense sustained as a result of such failure to deliver or to perform.
9. In the event any article, service, or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright, or application for either, seller will indemnify and save harmless purchaser from any and all loss, cost or expense on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of rights under such patent, copyright, or application for either.
10. In the event any article, service, or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection with the use or sell of such article, service or process and are contributed to by said defective condition.
11. If seller performs services or constructs, erects, inspects or delivers hereunder, seller will indemnify and save harmless buyer for all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen to occur in connection therewith.
12. Purchaser reserves the right to place in the seller's plant, at purchaser's expense, and inspector or inspectors who shall be permitted to inspect before shipment, or during the process of manufacture, any materials on this order.

13. Seller agrees not to release any advertising copy mentioning purchaser or quoting the opinion of any purchaser's employees.
14. Seller represent and warrants that no federal or state statute or regulations or municipal ordinance, has been or will be violated in the manufacturing, sale or delivery of any article or services sold and delivered hereunder and if such violation has or does occur, seller will indemnify and save harmless purchaser from all loss, penalties, or the payment of all sums of money on account of such violation.
15. Unless this contract is exempt therefrom under the rules and regulations of the President's Committee on Equal Employment Opportunity, the contract provisions of Section 301 of the Executive Order No. 10925, dated March 6, 1961, any subsequent charges thereto are to the extent they may be applicable, made a part of this contract by reference.
16. Any contractors supplying both services and materials shall be paid all sales or use taxes on materials so furnished and shall indemnify and save harmless purchaser from any damages, costs, expenses or penalties on account of such taxes.
17. Purchasers may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary.
18. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements by seller or by any terms stated in the seller's acknowledgment unless same be accepted in writing by CITY OF HICKORY.