



CITY OF FLORISSANT

PURCHASE ORDER – GENERAL TERMS AND CONDITIONS

1. **CORRESPONDENCE:** Address all correspondence relating to this order to the Purchasing Department, attention of Director of Purchasing, whose name appears on the face of the purchase order.
2. **INVOICE AND PAYMENT:** Invoices must be mailed to the address shown on the purchase order. Invoices used as packing sheets will not be honored. Description, unit prices, F.O.B. and terms on the invoice must be identical with this order. The purchase order number must be shown on all packages, shipping papers, invoices and correspondence. Separate invoices should be rendered for individual shipments applying against each purchase order. Terms of payment and discount period are effective from the date of receipt of the invoices in proper form or upon receipt of shipment in acceptable condition, whichever is later. The terms of payment shall be as previously agreed upon or as specified on this order.
3. **SHIPMENT INSTRUCTIONS:** Routing and shipping instructions must be adhered to strictly. Additional cost due to deviation from these instructions will be charged to the Seller's account.
4. **CHANGES:** The quantities, prices, terms, conditions or other pertinent specifications of this purchase order shall not be changed except by the buyer's written authorization. Moreover, shipments are not to be made so that they are received in advance of the delivery date as shown on the purchase order, without buyer's written approval. Buyer reserves the right to return, at suppliers' expense, any shipments received contrary to these terms. If prices for materials on this purchase order are higher than specified, **DO NOT SHIP**. Advise buyer of correct pricing. Authorization to ship must be in accordance with this paragraph.
5. **PERFORMANCE:** Time is of the essence with this purchase order. If delivery is not affected by the date or dates indicated, Buyer reserves the right to cancel the order or remainder thereof, purchase elsewhere, and charge the vendor with any loss incurred through his failure to deliver.
6. **IF SHIPMENT** is made by some other firm, all packages must be marked to indicate that the material is being shipped for you and have our purchase order number shown as specified. This information must also appear on any communications the shipper sends to us.
7. **MATERIALS, WORKMANSHIP AND WARRANTIES:** The work shall be executed in the best and most workmanlike manner possible by qualified, careful and efficient workers, in strict conformity with the best standard practices, and except as may be otherwise specified in writing, all materials shall be of the best quality of their respective kinds. Seller warrants that all work hereunder will be free from defects in labor, materials or fabrication and will comply with all pertinent specifications, including performance. Seller represents that it is the manufacturer of, and/or regular dealer in the material, supplies, articles of equipment specified, and/or it has adequate facilities with which to furnish the items as shown on this purchase order in the amounts and at time specified.
8. **COMPLIANCE WITH LAWS:** Seller represents and warrants that all materials and/or services furnished hereunder have been, or will be, manufactured or furnished in accordance with all applicable federal and/or state laws. Seller agrees to defend and save harmless Buyer from loss, cost or damage because of infractions of said laws.

9. **INSPECTION:** Payment for material on this order does not constitute acceptance of the material itself. All work shall be subject to inspection and passed by representatives of the Buyer, at the plant of either Seller or Buyer, or both. For this purpose, Seller shall allow all inspectors and other Buyer's personnel free access to Seller's plant and operations and shall furnish such facilities, supplies and services as may be required for this work. Material supplied on this purchase order shall be subject to final inspection and passed by Buyer after delivery. Material which is rejected may, at Buyer's option, be repaired or replaced by Seller or be applied to reduce the quantity due on this purchase order. If the material rejected is applied to reduce the quantity due on this purchase order, Buyer may affect an equitable decrease in the contract price for such material. All transportation charges on rejected materials, both to and from the original point of shipment shall be paid by the Seller. In the event laboratory testing for compliance with specifications is deemed necessary by the Buyer and should such test and corollary opinions reveal that the specifications have not been substantially complied with, the Seller shall be liable for the Buyer's reasonable costs in obtaining such laboratory tests and corollary options.
10. **ASSIGNMENTS AND SUBCONTRACTS:** This order may not be assigned without written consent of Buyer. No contracts shall be made by Seller with any other party for furnishing any of the completed or substantially completed articles, spare parts, or work herein contracted for without the written approval of the Buyer.
11. **TERMINATION:** Buyer may terminate work under this purchase order in whole or in part at any time by written or phone notice to Seller. Buyer's liability, if any, or costs arising out of the termination of this purchase order and costs arising out of termination of subcontracts for purchase orders shall not include anticipatory profits.
12. **TAXES:** Unless otherwise noted, all items hereunder are purchased for Buyer's own use. Buyer, being a municipal corporation under the laws of the state of Missouri, is not liable for payment of taxes such as sales and use tax and federal excise tax, for which appropriate certificates or exemption numbers will be furnished as required.
13. **INTERPRETATION:** This purchase order is made and accepted with reference to the laws of the state of Missouri under which all of its provisions shall be interpreted and construed, except as modified herein.
14. **BUYER'S IMPOSSIBLILITY:** Whenever, due to fire, accident, labor dispute or other circumstances beyond his control, Buyer shall be unable to receive subject matter of this purchase order, then, by notice to Seller, Buyer shall be empowered to render this purchase order inoperative for the duration of such condition.
15. **INDEMNIFICATION AND INSURANCE:** If any work covered by this order is to be done on Buyer's premises, Seller agrees to carry liability, loss and damage insurance covering any injuries to persons and property caused by Seller or his employees or his agents.
16. **PACKING AND CARTAGE:** All items delivered hereunder will be suitably packaged or crated for domestic shipment. Costs of such packaging or crating as well as any cartage costs are contained in the prices set forth herein.
17. **ENTIRE AGREEMENT:** To the extent that any provision of this form is in conflict with any special condition, drawing, print, report, or other form attached to, or referenced in, this purchase order, such special condition, drawing, print, report or other form will govern. The provisions contained in this form or any such special condition, drawing, print, report or other form will constitute the entire agreement between the parties and there will be no deviation therefrom unless accepted in writing by Buyer.