

CITY OF NATIONAL CITY PURCHASE ORDER TERMS and CONDITIONS

Purchase orders are issued subject to the following terms and conditions.

Definitions: The term "City" means "The City of National City". The term "Buyer" means authorized personnel from the City's Purchasing Department. "Vendor", "Supplier" or "Contractor" means person, firm or corporation from which the goods or services are ordered.

Acceptance: BY DELIVERING THE ORDERED GOODS OR SERVICES, VENDOR AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS SPECIFIED ON THE FACE AND REVERSE OF THIS DOCUMENT AND ANY REFERENCED DOCUMENTS (COLLECTIVELY, THE "ORDER"). VENDOR'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND THE CITY DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THESE TERMS AND CONDITIONS CAN BE VARIED ONLY BY A WRITING SIGNED BY THE CITY'S DULY AUTHORIZED REPRESENTATIVE. VENDOR SHALL NOT ALTER, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS.

Entire Agreement. This order constitutes the entire contract with reference to its subject matter, and shall not be altered, amended, supplemented or cancelled without the Buyer's written approval, in the form of a Change Order or revised Purchase Order.

Authorization. The City shall not, in any manner, be responsible for goods delivered or services performed unless duly authorized with a Purchase Order number.

Shipping and Delivery: If Vendor cannot deliver the goods/service as requested, Vendor shall notify Buyer immediately. Do not make delivery changes without approval. If Vendor fails to deliver as agreed, Buyer reserves the right to cancel the order, or any part of it, without prejudice. Ship only as specified on the purchase order. No substitutions in quantity, quality or specification will be allowed. Unless otherwise specified, all shipments shall be made F.O.B. Destination. Vendor owns title to the goods, is responsible for goods, and shall bear the risk of loss or damage until they reach the City's designated destination. When freight charges are pre-approved by the City, the Vendor's actual freight charges shall be prepaid and added to the invoice. Unless otherwise specified, the City will accept partial deliveries, however payment is not made until the order is complete. An itemized packing list must be included with each shipment.

Inspection and Acceptance: Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the City at any time within thirty (30) days after delivery to the City. Payment shall not constitute an acceptance of the material nor impair the City's right to inspect or any of its remedies. If upon inspection any item is found defective or of inferior quality, the City may return such items to Vendor at Vendor's expense. Vendor shall reimburse City for any amount paid to Vendor for such returned item.

Default by Vendor. In case of default by the Vendor, the City reserves the right to procure the goods/services from another source, and to hold the Vendor responsible for any additional costs resulting from that procurement.

Invoicing. An original invoice is required. It shall be itemized, shall reference the purchase order number, and shall include the description of goods/services, quantity, unit, price and extension.

Cancellation. Either party has the right to terminate this agreement with thirty (30) days written notice.

Payment Terms. Unless otherwise specified on the purchase order, payment terms are Net 30.

Safety Requirements: All materials, equipment and supplies must meet all Federal, State and local requirements regarding health and safety. All electrical, radio and electronic equipment, materials, supplies and accessories must bear the seal of approval of the Underwriters Lab, Inc. Material Safety Data Sheets (MSDS), must be sent to the Buyer (with PO number referenced), or delivered with any shipments of hazardous and/or toxic material.

Independent Contractor. Vendor is an independent contractor. While engaged in carrying out terms and conditions of the purchase order, the Vendor and its agents and employees are independent contractors, and not an officer, employee, agent, partner or joint venture of the City.

Insurance. If applicable to service being provided, Vendor will be required to sign the City's Agreement and submit the required proof of insurance, naming the City as an additional insured. Vendor agrees, warrants and represents to the City that Vendor will maintain adequate insurance to cover any liabilities described in this order. Vendor further warrants and represents to the City that Vendor will maintain adequate insurance to cover any public liability, property damage, and/or automobile liability for any damage incurred with Vendor's performance of any work on or about the City's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this order. Vendor shall maintain proper Workers' Compensation insurance covering all employees performing this order.

Indemnity and Hold Harmless Provision. VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF VENDOR, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF VENDOR AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSE IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

Warranty: The Vendor agrees that the goods/services furnished under this purchase order shall be covered by the most favorable commercial warranties the vendor gives to any customer for such goods/services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of an agreement or the purchase order. Additionally, Vendor warrants that all goods delivered shall (i) be free from defects in workmanship, material, and manufacture, including defects which could create a hazard to life or property, (ii) be new, not refurbished or reconditioned, unless otherwise stated in this order, (iii) be of merchantable quality and shall be fit for the purposes intended by the City to the extent disclosed by Vendor, (iv) comply with the requirements of this order, and, (v) be in compliance with all applicable laws and regulations. Vendor further warrants that all services shall be rendered in good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

Legal Compliance. Vendor shall conform to all local, state and federal laws.

Governing Law: This agreement shall be construed and interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed to be in the appropriate courts in the County of San Diego, State of California.