

Town of Chapel Hill, North Carolina Purchase Order Terms and Conditions

All vendors and contractors are advised of the Town's "Purchase Order Terms and Conditions" as stated on the purchase order.

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

- a. If Seller refuses to accept the order exactly as written, it should be returned at once with explanation.
- b. Purchaser will not be responsible for any goods delivered without purchase order.
- c. The Town's standard payment terms are net 30.
- d. Seller will send separate invoice for each purchase order number.
- e. Seller will deliver no invoices to Purchaser's employees.
- f. No boxing, packing or cartage charges will be allowed by Purchaser unless specifically authorized on the face of an order.
- g. 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.
- h. 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.
- i. In the event of Seller's failure to deliver as and when specified, Purchaser reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and Seller agrees that Purchaser may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver or to perform.
- j. 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 expenses on account of any or 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.
- k. In the event any article or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, Seller will indemnify and save harmless the Purchaser from all loss of 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 sale of such article, service or process and are contributed to by said defective condition.
- l. If Seller performs services or constructs, erects, inspects or delivers hereunder, 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 to occur in connection therewith.

- m. Purchaser reserves the right to place in Seller's plant, at Purchaser's expense, an inspector or inspectors who shall be permitted to inspect before shipment or during the process of manufacture, any material on this order.
- n. Seller agrees not to release any advertising copy mentioning Purchaser or quoting the opinion of any of Purchaser's employees.
- o. Seller represents 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 service sold and delivered hereunder and if such violation 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.
- p. 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 changes thereto are to the extent they may be applicable, made a part of this contract by reference.
- q. Any contractors supplying both services and materials shall be paid all sales or use taxes on materials furnished and shall indemnify and save harmless Purchaser from any damages, costs, expenses or penalties on account of such taxes.
- r. Purchaser 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.
- s. The Terms and Conditions of sale as stated in this order govern in the event of conflict with any terms of Seller's proposal and are not subject to change by reason of any written or verbal statement by Seller of any terms stated in Seller's acknowledgement unless same is accepted in writing by the Town of Chapel Hill.
- t. The Vendor, and any subcontractor(s) of said Vendor, shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Pursuant to NCGS § 143-133.3 (c)(2), contracts solely for purchase of apparatus, supplies, materials, and equipment are exempt from this provision.
- u. Contractor certifies pursuant to NCGS § 147-86.59(a)&(b) of the Iran Divestment Act that contractor and its subcontractors are not identified in either the Final Divestment List or Iran Parent and Subsidiary Guidance created and maintained by the North Carolina State Treasurer.