

**STANDARD TERMS AND CONDITIONS OF  
PURCHASE ORDER AGREEMENTS**

- (1) The delivery of the goods and/or services within the time specified is of the essence of this Purchase Order. Buyer shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event Seller fails to make timely shipment, Buyer shall have the right to purchase elsewhere and unless the delay was caused by unforeseeable circumstances beyond Seller's control, Seller shall reimburse City for any additional charges incurred.
  - (2) All purchases are F.O.B. destination, freight prepaid by Seller unless otherwise stated on the Purchase Order. Collect shipments will not be accepted.
  - (3) Calculations for invoice payment will be calculated from date City receives the invoice.
  - (4) All packages MUST BEAR THE CITY'S PURCHASE ORDER number on the shipping label.
  - (5) The risk of loss, injury or destruction, regardless of the cause shall be borne by the seller until delivery of goods to the specified destination, and inspection and acceptance of the goods by Buyer. Rejected goods will be returned to Seller at Seller's risk and expense.
  - (6) Title of goods shall pass to Buyer upon acceptance.
  - (7) Seller warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to this Purchase Order shall:
    - (a) Conform in all respect to the description and specifications contained in this Purchase Order;
    - (b) Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used;
    - (c) Be new and not secondhand, or good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by Buyer unless otherwise stipulated herein;
    - (d) Be free from any security interests, liens or encumbrances; Seller warrants that it has good and marketable title to the goods delivered hereunder;
    - (e) Comply with the requirements of all applicable federal, state and municipal laws and regulations;
    - (f) Not infringe upon or violate any copyrights or patent rights.
- No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Seller. All warranties shall remain in full force, notwithstanding acceptance and payment to Buyer.
- (8) Seller shall indemnify and hold harmless Buyer for all damages, losses and liabilities arising out of the operations of Seller pursuant to this Purchase Order specifically including but not limited to those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defect existed at the time of shipment by Seller; the negligence of Seller in the marketing, sale, and/or provision of the goods and/or services under this Purchase Order. Seller agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim.
  - (9) Seller shall comply with all applicable federal, state and local laws, rules and regulations.
  - (10) Seller shall comply with the Fair Labor Standards Act and Equal Opportunity Provisions of Executive Orders.
  - (11) Seller is expressly prohibited from delegating its duties and obligations or transferring or assigning its rights hereunder without the prior written approval of Buyer.
  - (12) "If items purchased are classified as toxic or hazardous substances under Chapter 403, Florida Statutes, Seller must submit copies of the Material Safety Data Sheet (MSDS) for each substance to the City of Coral Springs, Risk Management Coordinator, 9551 West Sample Road, Coral Springs, Florida 33065 and to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is effected."
  - (13) This Purchase Order shall be governed and construed according to the laws of the State of Florida.
  - (14) This Purchase Order contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications. This Purchase Order may not be changed except by written amendment signed by authorized agents of both Buyer and Seller.
  - (15) Any Shipment made in accordance with this Purchase Order constitutes an acceptance of the foregoing conditions.