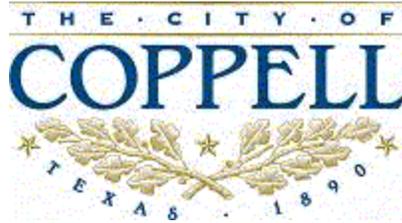




### Purchase Order Terms and Conditions

1. Definitions: The term "Purchaser" means **City of Coppell, Texas** and the term "Seller" means the person, firm or corporation from whom the merchandise has been ordered.
2. CONTRACT: This form, when properly approved and signed and bearing a Purchase Order Number, is the only form which will be recognized by Purchaser as authority for charging merchandise to its account; supersedes all previous communications and negotiations, except as referenced herein, and constitutes the entire agreement between the parties, except as provided herein. The Seller, without the written consent of the City Purchasing Manager, shall not make any changes, alterations, or variations in the terms of the Purchase Order. No terms stated by the Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign this order without Purchaser's prior written consent. No waiver by Purchaser of a breach of any provision of this order shall constitute a waiver of any other breach of such provision or of any other provisions.
3. TIME IS OF THE ESSENCE: Time is of the essence of this order. If it appears Seller will not meet required delivery schedule, Seller must promptly notify Purchaser on writing and, if requested by Purchaser, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Seller. This is in addition to Purchaser's other remedies.
4. ERRORS: In case of error in calculating or typing, the quoted unit price will be used as basis for correction of this order.
5. FREIGHT: Unless otherwise specified herein, prices are F.O.B. destination, with freight prepaid and included.
6. INSPECTIONS: All merchandise is subject to the Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If the merchandise fails to comply with the specifications imposed by Purchaser or is otherwise of an unsatisfactory condition, the Purchaser may return said merchandise to Seller at Seller's expense. Payment for material on this order shall not constitute acceptance.
7. HANDLING CHARGES: Purchaser will not allow charges for boxing packing, or crating unless by written agreement.



8. **DISCOUNT PERIOD:** It shall be understood that the cash discount period to Purchaser will date from receipt by Purchaser of acceptable goods and invoice and not from date of invoice.
9. **PAYMENT DEDUCTION:** Payment under this order will be subject to deductions of any valid claim of Purchaser against Seller arising from this or any other transaction.
10. **SUBSTITUTIONS:** No substitutions or changes in this order will be accepted unless provided in writing by the Purchasing Agency.
11. **WARRANTIES:** Seller warrants that all materials, equipment and services provided under this contract are subject to all warranties arising by operation of law and additionally conform to the specifications imposed by Purchaser; all parts and materials are of a good marketable quality, of latest model and current date, exclude surplus remanufactured and used products unless so specified by Purchaser and are fit for the known purpose for which they are sold. Said warranty being in addition to any standard warranty or service guarantee given by Seller to Purchaser.
12. **PATENTS, TRADEMARKS AND COPYRIGHTS:** The Seller warrants that the equipment and/or Materials furnished on this order do not infringe any patent, registered trademark or copyright, and agrees to hold Coppell as Purchaser, harmless, in the event of any infringement or claim thereof.
13. **TITLE:** Seller warrants that the merchandise is free and clear of all liens and encumbrances and that Seller has a good and marketable title to same.
14. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Seller by acceptance of this order warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Purchaser against any loss, cost, liability or damage by reason of Seller's violation of this paragraph.
15. **INSURANCE:** Contractors performing work on City property for the City of Coppell shall provide the City with a certificate of insurance evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidencing that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.



The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	as set forth in the Worker's Compensation Act.
Commercial General Liability (Public)	\$1,000,000 Each Accident/Occurrence. \$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.
Owner's Protective Liability Insurance Excess/Umbrella Liability Endorsement CG 2503	\$600,000 per occurrence \$1,000,000 aggregate \$1,000,000 per occurrence w/drop down coverage Amendment Aggregate Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.
Automobile Liability	\$500,000 Combined single limit per occurrence.

**ADDITIONAL INSURED**

IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF COPPELL A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF COPPELL AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

16. INDEMNIFICATION: All services to be rendered or performed under this agreement will be rendered or performed entirely at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Purchaser and all its officers, agents, employees or otherwise from any and all liability, loss or damage that they may suffer as the result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property – including reasonable attorneys' fees – or judgments against then which result from, arise out of, or are in any way connected with the services to be rendered or performed by the Seller under the terms of this agreement. The Seller agrees to defend against any claims brought or actions filed against the Purchaser with respect to the subject of this agreement whether they are rightfully or wrongfully brought or filed. The Purchaser may pursue such remedies as are legally available including those set forth herein.

17. CANCELLATION: Purchaser reserves the right to cancel this order, or any part thereof, at any time, without penalty, and shall be the sole judge of its decision to cancel this order. Such



cancellation may be based upon the failure of Seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified, or for any other reason.

18. **COMPLIANCE:** 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.
19. **MSDS:** Material Safety Data Sheet to be included with shipment of any material requiring this documentation per OSHA regulations.
20. **PAYMENT TERMS:** Unless otherwise negotiated, the terms of payment shall be net 30 days from the later of the date the agency receives the goods and/or services in accordance with the contract; or the date the agency receives a correct invoice for the goods and/or service.
21. **GOVERNING LAW:** Any disputed regarding this order shall be governed by the laws of the State of Texas with venue in Dallas County, Texas.