

CITY OF HEMET

CHANGES Supplier will accept no changes to the specifications of this purchase order such as verbal instructions or red line drawings unless authorized in advance by the City of Hemet Purchasing Department in writing. If changes in the drawings and specifications made on any item at any time by addition to the purchase order result in delay or additional expense to Supplier, an equitable adjustment of price and delivery schedules will be made.

COMPLIANCE WITH LAWS Supplier represents and warrants that the performance of this order and the furnishing of goods called for shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State, or local laws, rules, regulations and ordinances.

CASH DISCOUNTS In the event that the City of Hemet is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City of Hemet is entitled to a cash discount with the period commencing on the date it is determined by the City of Hemet that a cash discount applies.

DELIVERY SCHEDULE For any exception to the delivery date as specified on this purchase order, the Supplier shall give prior notification to and obtain approval from the City of Hemet Purchasing Department. With respect to delivery under contract, time is of the essence and the purchase order is subject to termination for failure to deliver on time. The acceptance by the City of Hemet of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by the Supplier. If Supplier exercises due care, Supplier shall not be liable for delays due to acts of God, floods, fire, war, riot, strikes and damage in transit due to causes beyond its reasonable control. However, if Supplier does not adhere to the delivery schedule regardless of the cause (acts of God, etc.), Buyer may terminate this order without liability on it by the Supplier, or Buyer may agree to a revised delivery schedule.

DELIVERY AND INSTALLATION Delivery will be made by a Supplier representative or common carrier and where feasible an installation call and inspection will be made by Supplier's representative. Delivery will be made on or before the delivery date shown on this purchase order, as mutually agreed to by both parties subject to conditions beyond Supplier's control.

GENERAL This agreement shall be governed by laws of the State of California. It constitutes the entire Agreement between the city of Hemet and the Supplier. The term "this Agreement" as used herein includes any future written amendments, modifications, or supplements made in accordance herewith. The terms and conditions herein shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the City of Hemet. Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. Customer represents that he has authority to enter into this Agreement. Supplier shall not be responsible for failure to provide materials or render service due to strikes, flood, fire and other causes beyond its control.

IDENTIFICATION All invoices, packing lists, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content herein. Invoices will not be processed for payment until all items are received.

INSPECTION Supplier agrees to permit the City of Hemet's inspectors to have access to the Supplier's plant at all reasonable times for the purpose of inspecting the items set forth in this order on work in process for production of such items. All items are subject to final inspection and approval at the City of Hemet's facility or other place designated by the City of Hemet. Such inspection shall be made within a reasonable time after delivery, irrespective of the date of payment. The City of Hemet may return rejected items at the Supplier's expense. Supplier shall not replace items returned as defective unless so directed by the City of Hemet in writing.

LIENS, CLAIMS, AND ENCUMBRANCES Supplier warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.

MAINTENANCE SERVICE AND PARTS Supplier will, if requested, provide the City of Hemet with maintenance service for the equipment provided by the Supplier, and repair or replacement parts, as long as they are generally available, on the basis of Supplier's established prices and terms prevailing at the time.

PACKAGING AND SHIPPING All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. The City of Hemet if not liable for extra charges for packing, cartage, or anything else unless stated in this order. Supplier shall mark the number of this order on each container and enclose a packing slip with the order number in each container. Supplier shall mail invoices, shipping documents, and a copy of the packing slip to the City of Hemet on day shipment is made.

PRICE PROTECTION PERIOD Unless otherwise provided, the equipment and materials stated herein will not be subject to any price increase from the date on which this order is accepted by the Supplier to the requested delivery date of the City of Hemet. This price protection period shall at no time exceed 12 months. If the Supplier's established price for any item upon the date of delivery shall be lower than the price shown on this order, then the City of Hemet shall have the benefit of such lower price.

PRICES If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.

PURCHASE AND SALE The City of Hemet plans to purchase and the Supplier by its acceptance of this order agrees to sell on the terms and conditions on this order and the materials and services defined on the face hereof. The City of Hemet also agrees to pay the delivery and installation charges designated on the face hereof.

REJECTION All goods or materials purchased herein are subject to approval by the City of Hemet. Any rejection of goods or materials resulting because of conformity to the terms and specifications of the contract, whether held by the City of Hemet or returned, will be at Supplier's risk and expense.

SHIPPING INSTRUCTIONS Unless otherwise specified, all goods are to be shipped F.O.B. destination. Where specific authorization is granted to shipping charges, route cheapest common carrier, and to bill the City of Hemet as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the City of Hemet reserves the right to refuse any C.O.D. shipments.

TAXES Unless otherwise indicated, the City of Hemet agrees to pay all State sales or use tax at time of purchase. No charge by Supplier shall be made for federal excise taxes, and the City of Hemet agrees to furnish Supplier, upon acceptance of articles supplied under this contract, with an exemption certificate where applicable.

TERMINATION If Seller becomes insolvent or makes an assignment for the benefit of its creditors, or if a petition in bankruptcy is filed or with respect to the Seller, the City of Hemet, may, by notice in writing, terminate this order without liability to Seller except for items already accepted by the City of Hemet. The City of Hemet may terminate this order at any time by notice in writing to Seller: in such event the City of Hemet shall pay such termination charges as may be agreed upon and of agreement cannot be reached, the City of Hemet will be liable for such sums as may lawfully be owing to Seller on account of such termination, but in no event shall the City of Hemet be liable for any loss of profits on the order or portion thereof so terminated.

TITLE Title to the materials specified on this order passes to the City of Hemet on the date of delivery or on the date of acceptance of this order by the Suppliers, whichever is later.

WARRANTY Seller warrants articles supplied under this contract to conform to specification herein, and are fit for the purpose for which such goods are ordinarily employed; except if stated in a Special Condition, the material must then for that particular purpose. Seller and the City of Hemet agree that this order does not exclude, or in any way limit, other warranties proved for in this agreement or by law.