

## TERMS AND CONDITIONS

- 1) **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the time and price shown, notify the City Purchasing Division Immediately. Do not make delivery changes without approval.
- 2) **MISCELLANEOUS/FREIGHT CHARGES:** No charges for transportation, containers, packing, etc., will be allowed unless so specified in this order. On shipments sold F.O.B. point of origin, prepay charges and add to Invoice. Original copy of paid express or freight bill must be attached to Invoice.
- 3) **INSPECTION:** All materials and workmanship provided under the terms of the Purchase Order are subject to inspection and test by the City to ensure compliance with the requirements and specifications contained therein. In the event that the goods or services delivered are defective, or are not in conformity with the Purchase Order, the City shall have the right to either reject said goods or services, or require that they be corrected or otherwise brought into conformity with the terms set forth in the Purchase Order.
- 4) **RESPONSIBILITIES:** Unless otherwise specified in the Purchase Order, the supplier/contractor shall be responsible for all items covered in said Purchase Order until delivered at the designated delivery point and thereafter accepted by the City. Upon the City's notice to supplier/contractor of its rejection of the goods or services provided, or the need for correction thereof, all such defective goods or services shall be removed from City premises, and any and all expenses incurred in the removal and/or correction of such defective goods or services shall be borne entirely by the supplier/contractor.
- 5) **ACCEPTANCE:** The City's final acceptance of the goods or services provided under the Purchase Order shall be conclusive except in those instances where a latent defect or fraud is subsequently discovered, or when supplier/contractor has committed such gross mistakes that they are tantamount to a fraud. The City's failure to inspect and either accept or reject the goods or services delivered shall not relieve the supplier/contractor for the responsibility for strict compliance with the terms and specifications of the Purchase Order.
- 6) **COMMERCIAL WARRANTY:** The Vendor agrees that the supplies or services furnished under this purchase order shall be covered by the most favorable commercial warranties the vendor gives to any customer for such supplies or 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 this purchase order.
- 7) **CHANGES:** This Purchase Order may, at any time, be changed with regard to the materials or services to be furnished, the quantity ordered, the unit price, discount, delivery point or arrangements, terms, or any other matters affecting a valid order. However, in order to be effective, any such change or amendment must be in writing. In the event that any such change or amendment causes an increase or decrease in the cost of performance hereunder, an equitable adjustment shall be made to reflect the increase or decrease in the cost thereof. Any such adjustment shall be subject to the written approval of the Purchasing Agent. No variation in the quality, quantity or cost of any item called for by this Purchase Order shall be acceptable by the City except in pursuance of a written Change Order approved by the Purchasing Agent.
- 8) **TERMINATION:** This Purchase Order may be terminated, in whole or in part, at any time, by written notice to the supplier/contractor. Such termination shall be effective with respect to the quantity, manner, and time specified in such notice and the City shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted as of the effective date of said written notice. The City shall not be liable for any excess cost arising out of such termination, and failure of the supplier/contractor to cease delivery and/or work upon receipt of such termination notice shall not occasion a claim for extra costs.
- 9) **DEFAULT BY SUPPLIER:** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.
- 10) **DISPUTES:** All disputes concerning questions of fact which may arise under this Purchase Order, and not disposed of by mutual agreement and/or consent, shall be decided by the sole discretion of the Purchasing Agent. All disputes concerning questions of law which may arise under this Purchase Order shall be decided under applicable laws of the State of California.
- 11) **PAYMENT:** Payment shall be made upon submission of an itemized invoice, presented in duplicate of the prices stipulated in the Purchase Order and within 30 days of becoming due, for supplies delivered and accepted or services rendered and accepted, less deductions, if any.
- 12) **CONFORMITY WITH SAFETY STANDARDS:** The goods and/or services covered by the Purchase Order or contract must conform with the safety standards of OSHA, CAL-OSHA, and/or NIOSHA and any and all applicable material safety data sheets (MSDS).
- 13) **HOLD HARMLESS:** The Vendor shall indemnify and hold the City of Rialto harmless from all claims, actions, proceedings, clauses, damages and liabilities including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this order.
- 14) **PURCHASE AGREEMENT DOCUMENTS:** A copy of the Notice Inviting Bids, the Bids, or Request for Quotation, and copy of these General Conditions and the Specifications of the Bid/Request For Quote will remain on file in the City Purchasing Division, and it is understood this will form the purchase agreement when accepted by the City. All materials or services supplied by the Contractor shall conform to the applicable requirements of the City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.
- 15) **LICENSOR:** All supplier/contractors who perform work, or make deliveries, within the City must have, on file at the Rialto City Clerk's Office, a current and valid city business license.
- 16) **SEVERABILITY:** In the event any provision shall be adjudged or decreed, to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.