

## TERMS AND CONDITIONS

1. **APPLICATIONS OF PRINTED PROVISIONS:** The following PRINTED PROVISIONS shall apply in all cases except to the extent that the same are inconsistent with the provisions contained on the face and / or attached pages, sheets, schedules, etc., if any, of the Purchase Order and / or contained in a separate written agreement, signed by both parties, under this Purchase Order (Contract) and in the event of any such inconsistency, to the extent thereof, the latter provisions shall supersede and apply.
2. **PURCHASE ORDER CONTROLLING:** Irrespective of any prior proposal or other offer of the Vendor, the contents of this Purchase Order shall be controlling, supersede and supplant any and all written or oral, expressed or implied, terms, conditions, provisions or negotiations, to the contrary notwithstanding, to the end that this Purchase Order shall solely express the agreement reached between the parties.
3. **ASSIGNMENT:** Vendor's rights under this contact may not be assigned, in whole or in part, without the written consent of the Purchaser.
4. **CHANGE, SUSPENSION, AND TERMINATION:** Purchaser hereby reserves the right from time to time during the period of the Purchase Order (Contract), by written notice to Vendor, to make changes as to all or part of and / or suspend all or part of and / or terminate in whole or in part this Purchase Order as to the items in the Purchase Order. In the event of any such change and / or suspension and / or termination, if warranted, an equitable adjustment in price and / or delivery schedule shall be made, provided however, any anticipated profits lost to the Vendor, due to any such change and / or termination, shall not be allowed.
5. **ACCEPTANCE AND INSPECTION:** All items, regardless of F.O.B. point, are subject to inspection and acceptance at the destination and Purchases reserves the right to reject all items not conforming to drawings and / or specifications.
6. **PATENT AND TRADEMARK PROTECTION:** Vendor agrees to protect and hold Purchaser harmless against any and all liability, loss, or expense by reason of any patent and / or trademark infringement of violation and litigation in connection therewith.
7. **SAFETY ORDERS:** The articles or products covered by this order must conform with the safety orders of the State of California, Division of Industrial Safety and with all Federal, State and Local laws or ordinances.
8. **NEW ITEMS:** Only current models as offered by manufacturers will be accepted under this order. All items offered must be new and unused unless otherwise specified.
9. **PAYMENTS:** Payments shall be made upon submission of itemized invoices in duplicate at the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment for partial deliveries may be made whenever amounts due so warrant or when requested by the Vendor and approved by the Purchasing Agent.
10. **RESPONSIBILITY:** Unless otherwise specified, the Vendor shall be responsible for all items covered by this Purchase Order until delivered at the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.
11. **SHIPMENT:** All items F.O.B. Destination unless otherwise specified. When authorized, freight to be prepaid. Original receipted freight bill must accompany invoice. Shipment must be made within the time stated on Purchase Order, failing which County reserves the right to purchase elsewhere and change Vendor with any loss incurred, unless delay in making shipment is due to unforeseeable causes beyond the control, and without the fault or negligence, of the Vendor.
12. **DISCOUNT:** In connection with any discount offered, time will be computed from date of delivery to carrier when delivery and acceptance are at point of origin, or from date of delivery and acceptance if at destination or from date correct invoice is received by County if invoice date is later than date of delivery.
13. **EXEMPTIONS:** The County is exempt from payment of Federal Excise Tax. An exemption certificate will be furnished upon request. All invoices shall be exclusive of such excise tax. If purchase is not subject to Sales Tax the statement for resale will appear in body of Purchase Order.
14. **LIABILITY:** The County shall not be responsible for any damage that may accrue by reason of the death or injury of the person of the Vendor's officers, agent, employees, invitees, or licensees, or for damages to any property of the Vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of performance of this Purchase Order. The Vendor shall assume full responsibility for the defense of any claim arising under this Purchase Order and the Vendor shall save, keep, and bear harmless the County, all officers and employees thereof, from the damages, cost or expenses, because of personal injury or property damage based on the performance of the Purchase Order or asserted against it.
15. **LAW GOVERNING:** This Purchase Order shall be governed by and construed according to the laws of the State of California.