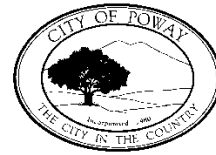


## **CITY OF POWAY PURCHASE ORDER TERMS AND CONDITIONS**



1. **SHIPPING:** All material shall be suitably packed, marked and shipped in accordance with the requirements of Common Carriers, in a manner to secure lowest transportation costs. Ship using the least expensive means unless otherwise instructed. Shipping charges not authorized by the City of Poway (hereinafter CITY), or those in excess of the least expensive means, will be charged back to the vendor.

Vendor shall mark each package with the CITY of Poway Purchase Order number. Where multiple packages comprise a single shipment, each package shall be consecutively numbered. Purchase Order and Package shall be shown on all packing slips, bills of lading and invoices. Packing slips must accompany each shipment.

2. **CONTRACT:** The contract resulting from the acceptance of this order is to be construed according to the laws of California. None of your rights or obligations under this order may be assigned without prior written consent.

3. **PAYMENT** If no terms are otherwise specified by contract or agreement, the net amount shall be payable within 30 days after the later of (i) delivery and acceptance of goods or other performance conforming with the terms of this Purchase Order and (ii) invoicing. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State and local taxes and duties.

4. **DELIVERY SCHEDULES:** Deliveries are to be made on the quantities and at the times specified in the schedules furnished by the CITY. CITY shall have no liability for payment for items delivered to the CITY which are in excess of quantities specified. Unauthorized over-shipments will be returned at prices billed to the CITY, plus all charges. The CITY may from time to time change delivery schedules or direct temporary suspension of scheduled shipments.

5. **WARRANTIES:** Vendor expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the CITY and will be of good material and workmanship and free from defects. Vendor expressly warrants that all material covered by this order, which is the product of the vendor, or is in accordance with vendor specifications, will be fit and sufficient for the purpose intended.

6. **CANCELLATION:** The CITY reserves the right to cancel all or any part of the undelivered portion of this order if vendor does not make the deliveries as specified in the schedules, or if the vendor breaches any of the terms herein, including the warranties of the vendor.

7. **INSPECTION:** All material received shall be subject to the CITY's inspection and rejection. Defective material not in accordance with the CITY's specifications will be held for the vendor's shipping instructions and at the vendor's risk. No goods returned to vendor, as defective, shall be replaced without an order. Payment for material on this order, prior to inspection, shall not construe an acceptance thereof. Rejected material will be returned at the prices billed, plus all charges.

8. **CHANGES:** No changes in terms, conditions, prices or deliveries shall be made without the CITY's specific authorization therefore in writing. The CITY shall have the right by written order to make changes. If such changes require a change in price or time of performance, the vendor shall notify the CITY immediately and thereupon an equitable adjustment shall be negotiated.

9. All City of Poway employees are prohibited from accepting any gift or gratuity that might be interpreted as influencing or having potential for influence over the employees' buying decisions.

10. **INSURANCE:** Insurance is required under the following conditions, unless otherwise noted in contract or agreement: 1) If the City is contracting for any service, installation, or any form of construction; 2) If vendor is using a City-owned facility for commercial or recreational purposes with over 20 people attending; 3) If vendor is installing an item in any City facility or hooking up to, or using, City equipment to deliver a product; or 4) If someone is undertaking construction on City property or City right-of-way. Vendor shall obtain and maintain during the life of this order the following insurance coverages: Comprehensive General Liability, including premises-operations, products/completed, broad form property damage, and blanket contractual liability with General Liability \$1,000,000 Bodily Injury and Property Damage combined each occurrence and \$2,000,000 aggregate; Automobile Liability, including owned, hired, and non-owned vehicles: \$1,000,000 combined single limit; Professional Errors and Omissions Liability Insurance with policy limits of not less than \$1,000,000 combined single limits, per claim and annual aggregate; and Workers' Compensation insurance in statutory amount (waiver may be submitted for Sole Proprietors). Additional Insured endorsement is required for General Liability coverage and must reference "City of Poway and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City." Said policy shall not terminate or be cancelled until thirty (30) days after written notice is given to the City.

11. **ADDITIONAL TERMS AND CONDITIONS:** In the event that this Purchase Order results in a formal bid, the terms and conditions of that bid are incorporated herein and supersede items 1 through 7 of the above terms and conditions.