

CITY OF ROSWELL

****IMPORTANT INFORMATION FOR VENDORS****

1. Purchase Order Number shall appear on all invoices, shipping notices, and packages.
2. Name and address of the ordering department shall appear on all invoices and shipping notices.
3. Detailed packing list shall be included with each shipment.
4. Separate invoices shall be sent for each shipment to Purchaser's Bill To address: City of Roswell, 38 Hill Street, Ste. 130, Roswell, GA 30075 or emailed to invoices@roswellgov.com.

PURCHASE ORDER TERMS AND CONDITIONS

1. **DEFINITIONS:** The term "Purchaser" means City of Roswell and the term "Seller" means the person, firm or corporation from whom the merchandise, goods and/or service has been ordered.
2. **CONTRACT:** This form, when properly signed and bearing a Purchase Order Number, is the only form which will be recognized by Purchaser as authority for charging merchandise, goods and/or services 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 Purchasing Agent (or his/her designee), shall not make any changes, alterations, or variations in the terms of the Purchase Order. No terms stated by 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.
3. **TIME IS OF THE ESSENCE:** If it appears Seller will not meet required delivery schedule, Seller must promptly notify Purchaser in 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 AND HANDLING CHARGES:** Unless otherwise specified herein, prices are F.O.B. Destination (inside delivery as applicable), with freight prepaid and included. Cash-on-delivery (C.O.D.) shipments will not be accepted. Purchaser will not allow charges for boxing, packing, or crating unless by written agreement.
6. **INSPECTIONS:** All merchandise, goods, and services are subject to the Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If the merchandise, goods or services fail 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. **PAYMENT TERMS AND DISCOUNT PERIOD:** Unless otherwise negotiated the terms of payment shall be net 30 days from the receipt of a proper invoice. 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.
8. **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.
9. **SUBSTITUTIONS:** No substitutions or changes in this order will be accepted unless approved in writing by the Purchasing Agent (or his/her designee).
10. **EXCISE AND SALES TAXES:** The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment. (Sales Tax Exemption 302-000713/Federal Tax Identification 58-6000655).
11. **WARRANTIES:** Seller warrants that all merchandise, goods, 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 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 City of Roswell 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. Material Safety Data Sheet to be included with shipment of any material requiring this documentation per OSHA regulations.
15. **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 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 them 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 files. The Purchaser may pursue such remedies as are legally available including those set forth herein.
16. **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.
17. **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.