

CITY OF CONCORD'S GENERAL TERMS AND CONDITIONS

ACCEPTANCE: Acceptance of this order must be without qualifications. Buyer hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by City. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.

CONTRACTURAL RELATIONSHIP: Vendor shall perform the work described independently and not as an employee of the City. The City has no right to supervise, direct, or control the Vendor or the Vendor's officers or employees in the means, methods, or details of the work to be performed by Vendor. The City and Vendor agree that Vendor will take proper care and precautions to ensure the safety of Vendor's officers and employees.

INSURANCE: All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.

PAYMENT: The City shall not be obligated to pay the Vendor any payments, fees, expenses, or compensation other than those authorized on the purchase order or authorized by a duly approved amendment or change order. The Vendor shall submit an invoice to the City after the product has shipped.

CHANGES / QUANTITIES: No changes may be made to this order without written authorization from the City's representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.

QUALITY CONTROL: Goods supplied as a result of this Purchase Order shall be subject to approved as to quality and must confirm to the highest standard of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the Vendor's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

WARRANTY: Vendor shall warrant that all items or services shall confirm to the proposed specifications and all warranties as stated in the City's Bid Documents and Specifications and shall be free from all defects in material, workmanship and title.

PATENTS: Upon acceptance of this order, Vendor agrees to protect the City from any claim involving patent right infringements, copyrights, or sale franchises.

SHIPPING: All prices must be F.O.B. destination. No boxing or packing charges will be allowed by City unless specifically authorized on the face of this order.

RISK OF LOSS: Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with the Vendor until the goods are delivered to the destination set out in the order and accepted by the City or City's nominee.

DELIVERIES: Delivery shall not be made to any place other than the destination indicated on this Purchase Order.

CORPORATE STATUS. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new contract showing the Contractor's correct legal entity.

CANCELLATIONS: The City reserves the right to cancel purchase orders for failure on the part of the Vendor to deliver as promised, or within a reasonable time of no delivery commitment is made, unless acceptable notification of delay is given to the City by the Vendor.

INDEMNIFICATION. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

APPLICABLE LAW AND VENUE: This Purchase shall be deemed made in Cabarrus County, North Carolina. This Purchase Order shall be governed by and construction in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County.

E-VERIFY: E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other Federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et.seq. By entering into this transaction, Vendor affirms compliance with state and federal laws related to E-Verify..