

Purchase Orders Terms & Conditions

1. **Definitions:** The terms “City” means the City of Burleson, Texas, a home-rule municipal corporation, and the term “Vendor” means the person, firm, or corporation from whom the merchandise/items/services have been ordered.
2. **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 of Burleson, Texas (“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. Payment for material on this order shall not constitute acceptance.
3. **Contractual 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 the work performed is not inherently dangerous, that Vendor will perform the work in a workmanlike manner, and that Vendor will take proper care and precautions to ensure the safety of Vendor’s officers and employees.
4. **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.
5. **Packing Slips / Shipping Documents:** Packing slips or other suitable shipping documents shall accompany each shipment and shall show: (i) Vendor company name and address; (ii) Name and address of the City department to which the shipment is being made; (iii) City Purchase Order number; and (iv) Descriptive information as to the items delivered, including quantity and part numbers
6. **Invoices:** Invoices submitted for payment shall be addressed to City of Burleson, Accounts Payable, 141 W Renfro, Burleson, Texas 76028 and shall reference this city-approved Purchase Order number. Payment will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.
7. **Taxes:** This Purchase Order, when properly executed by the City, serves as a tax exemption certificate in that the City, as a municipality, claims an exemption from payment of taxes (under Texas Tax Code Section 151.309). These taxes must not be included on invoice.
8. **Payment:** All payments to be made by the City to Vendor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code.

- 9. Changes / Quantities:** No changes may be made to this order without written authorization from a purchasing 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. City may return any overages or duplicate orders to Vendor at Vendor's risk and expense.
- 10. Quality Control:** Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standards 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. City may return unsatisfactory materials at Vendor's risk and expense. Inspection of delivery will be made at the delivery point unless otherwise specified.
- 11. Warranty:** Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Said warranty being in addition to any standard warranty or service guarantee given by Vendor to City.
- 12. Patents:** Upon acceptance of this order, Vendor warrants that the equipment and/or materials furnished on this order do not infringe any patent, registered trademark or copyright, and agrees to hold the City, as City, harmless in the event of any infringement or claim thereof.
- 13. Shipping:** All prices must be F.O.B. destination. No boxing, crating, palleting, or other packing charges will be allowed by City unless specifically authorized on the face of this order. All containers or reels are to remain property of City unless otherwise agreed in writing. Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 14. 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.
- 15. Deliveries:** Delivery shall not be made to any place other than the destination indicated on this Purchase Order. If transportation is F.O.B. Vendor's location, Vendor shall bear all risk of loss or damage to the merchandise, and title shall not shift to the City, until delivery of the merchandise has arrived to City's designated location. Deliveries will be accepted only during normal working hours on normal working days (8 A.M.-5 P.M., Monday through Friday, except on federal holidays). Unless otherwise indicated, items received must be new and in first class condition and, if type of materials normally packaged for protection and convenience in storage, shall be in proper container. All services performed shall conform to the quality and workmanship of the accepted standards in the industry.
- 16. Title:** Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that Vendor has a good and marketable title to same.

- 17. 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 if no delivery commitment is made, unless acceptable notification of delay is given to the City by the Vendor.
- 18. Liability:** Any person, firm or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.
- 19. Conflict of Interest (Chapter 176 of Texas Local Government Code):** By doing business or seeking to do business with the City, vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.
- 20. Assignment:** Vendor shall not sell, assign, transfer, or convey this order, in whole or in part, without written consent of the City. Any sale, assignment, transfer, or conveyance of this order, in whole or in part, without the written consent of the City is invalid.
- 21. Time is of the Essence:** Time is of the essence of this order. If it appears Vendor will not meet required delivery schedule, Vendor must promptly notify City in writing and, if requested by City, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Vendor. This is in addition to City's other remedies.
- 22. INDEMNIFICATION: VENDOR SHALL BE LIABLE FOR ALL DAMAGES INCURRED WHILE IN PERFORMANCE OF SERVICES UNDER THIS CONTRACT. VENDOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER, AND HEREBY FOREVER RELEASES, INDEMNIFIES, AND DISCHARGES CITY, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON WHETHER THAT PERSON BE A THIRD PERSON, SUPPLIER, OR AN EMPLOYEE OF EITHER OF THE PARTIES HERETO, AND ANY LOSS OF OR DAMAGE TO PROPERTY, WHETHER THE SAME BE THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES, CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF OR IN CONNECTION WITH THE ISSUANCE OF THIS ORDER TO VENDOR, WHETHER OR NOT SAID CLAIMS, DEMANDS AND CAUSES OF ACTION IN WHOLE OR IN PART ARE COVERED BY INSURANCE,**

AND INCLUDING DAMAGES, INJURIES, OR DEATH RESULTING FROM INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR CONTRACTORS.

- 23. Applicable Law:** This Purchase Order shall be interpreted and enforced according to the provisions of the State of Texas Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.
- 24. Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Johnson County, Texas.