

### **Purchase Order Terms and Conditions**

1. This purchase order becomes a binding contract between the Vendor and Harford County, Maryland (hereinafter called the County), subject to the terms and conditions hereof, when Vendor either accepts the order in writing, commences work, furnishes goods or performs services, or accepts payment under the purchase order.
2. The purchase order terms and conditions as stated herein shall govern in the event of conflict with any terms of Vendor's proposal, invoice, shipping or other documents furnished by the Vendor.
3. Time is of the essence. If goods are not delivered or service performed within the time specified herein, or if no time is specified then within a reasonable time, or if any goods or services fail to comply with specifications, the County shall have the right to purchase the goods and services on the open market, and Vendor shall be liable to the County for any excess cost of replacement goods or services over the price shown on this purchase order.
4. Prices, as shown in this purchase order, are firm. This purchase is exempt from Maryland Sales and Federal Excise Taxes.
5. Goods delivered shall be free from any security interest or other lien or encumbrance. Title to goods purchased hereunder is good and the transfer rightful. Title shall pass directly from Vendor to the County at the point of delivery shown in this purchase order, subject to the right of the County to inspect and accept or reject the goods.
6. Goods or services furnished under this purchase order must be of the quality specified and will be subject to inspection and acceptance by the County. Goods found to be defective or not in conformance with specifications as to quality or performance will be replaced by the Vendor at no cost to the County. Rejected goods shall be returned at the risk and expense of the Vendor. Goods shipped in excess of quantity indicated in this purchase order may be returned at the risk and expense of the Vendor.
7. When terms of delivery or conditions of this purchase order are F.O.B. destination, all transportation charges shall be paid by the Vendor. No freight or delivery charges will be paid by the County unless specified in this purchase order. If freight or delivery charges are added, the bill of lading, properly receipted, must be attached to the Vendor's Invoice. No charge will be allowed by the County for packing, boxing or cartage, and damage to any goods not properly packed shall be the responsibility of the Vendor.
8. Payment shall be made by the County to the Vendor in accordance with the terms, if any, set forth in this purchase order; otherwise payment shall be made only after acceptance by the County of goods or services ordered.
9. To preclude delay in payment, purchase order number must be shown on all invoices, delivery tickets, bills of lading, packages and/or correspondence.
10. Invoices must be submitted to the ordering agency. Invoices must be completed in detail and indicate whether invoice covers partial or complete delivery of goods or performance of service.
11. If invoice is subject to cash discount, the discount period will be calculated from the date of receipt by the County of the goods or service or receipt of Vendor's invoice, whichever is later. Errors or omissions in invoice will be considered just cause for withholding payment, without loss of the cash discount by the County.
12. Vendor warrants it has complied with applicable laws, rules and ordinances of the United States, and of any state, municipality or other governmental authority or agency in the manufacture and sale of goods covered by this purchase order.
13. All goods are fit for the purpose for which they were sold. U.C.C. as adopted by state law, concerning warranties applies to this purchase order.
14. In the event goods delivered under this purchase order shall be defective in any respect whatsoever, Vendor will indemnify and save harmless the County from all loss or expense by reason of all accidents, injuries or damages to persons or property resulting from of the goods or which are contributed to by said defective conditions. If any work covered by this purchase order is to be done on County premises, Vendor agrees to carry commercial general liability, auto liability, and worker's compensation insurance. For all liability policies, the County and its employees shall be included as additional insureds. Vendor agrees to indemnify the County against all liability, loss and damage arising out of any injuries to persons or property caused by Vendor, his employees or agents.
15. Vendor warrants that there has been no infringement of copyrights or patent rights in manufacturing, producing or selling goods supplied under this purchase order. Vendor agrees to save and hold the County harmless from any and all liability or loss on account thereof.
16. Vendor agrees to comply with applicable federal, state and local laws relating to equal employment opportunity.
17. This purchase order may be canceled by the County in whole or in part by written notice to Vendor, upon nonperformance or violation of the purchase order terms by the Vendor. In the event of cancellation, the County may repurchase required goods or services on the open market and the Vendor shall be liable to reimburse the County for costs in excess of the defaulted purchase order price(s). Vendor shall not be liable for delay or default in the performance of this purchase order due to Acts of God, war, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other cause of a similar character beyond Vendor's control and without Vendor's fault or negligence.
18. This purchase order is governed by the laws of the State of Maryland, Harford County and applicable Federal laws.