

IMPORTANT TERMS AND CONDITIONS

IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE, PLEASE ADVISE THE APPROPRIATE DEPARTMENT UPON THE RECEIPT OF THE PURCHASE ORDER, AND BEFORE YOU MAKE ANY DELIVERY OR PERFORM ANY SERVICE. DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES SHALL CONSTITUTE ACCEPTANCE OF ALL TERMS, CONDITION AND PRICES ON THIS PURCHASE ORDER.

1. **PURCHASE ORDER**: THIS PURCHASE ORDER NUMBER AND THE SELLER'S NAME MUST BE CLEARLY SHOWN ON ALL INVOICES, PACKING SLIPS, DELIVERY RECEIPTS, AND CORRESPONDENCE. FAILURE TO CLEARLY INDICATE THIS PURCHASE ORDER NUMBER MAY RESULT IN THE RETURN OF INVOICES.

2. **ACCEPTANCE**: ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER SHALL BECOME PART OF THE CONTRACT BETWEEN THE CITY OF PARKLAND AND THE VENDOR/SELLER; THE VENDOR'S/SELLER'S DIFFERENT OR ADDITIONAL TERMS WILL NEVER BECOME PART OF THIS CONTRACT.

3. **DELIVERY, TITLE, AND RISK OF LOSS**: TITLE SHALL PASS TO THE CITY OF PARKLAND ON DELIVERY OF THE CONFORMING GOODS TO THE DESIGNATED LOCATION, NOTWITHSTANDING ANY AGREEMENT TO PAY FREIGHT, EXPRESS OR OTHER TRANSPORTATION CHARGES, THE RISK OF LOSS OR DAMAGE IN TRANSIT SHALL BE UPON THE VENDOR/SELLER. DELIVERY SHALL NOT BE COMPLETE UNTIL THE GOODS AND/OR SERVICES HAVE BEEN RECEIVED, INSPECTED, AND ACCEPTED BY THE APPROPRIATE DEPARTMENT OF THE CITY OF PARKLAND.

COLLECT SHIPMENTS WILL NOT BE ACCEPTED. IN THE EVENT THAT THE CITY AGREES TO PAY THE FREIGHT, ALL CHARGES SHALL BE FULLY PREPAID AND INCLUDED ON THE INVOICE. THE ORIGINAL SHIPPING BILL MUST BE INCLUDED WITH THE INVOICE.

4. **WARRANTY**: THE VENDOR/SELLER WARRANTS THAT THE GOODS AND/OR SERVICES SUPPLIED HEREUNDER WILL BE OF GOOD WORKMANSHIP AND OF PROPER MATERIALS, FREE FROM DEFECTS AND IN ACCORDANCE WITH SPECIFICATIONS. IF THE VENDOR/SELLER KNOWS THE CITY'S INTENDED USE, THE VENDOR/SELLER WARRANTS THAT THE GOODS AND/OR SERVICES ARE SUITABLE FOR THE INTENDED USE.

5. **REMEDIES**: REGARDLESS OF WHETHER GOODS ARE BEING SOLD, LICENSED OR LEASED OR WHETHER SERVICES ARE BEING PERFORMED, THE VENDOR/SELLER AND THE CITY OF PARKLAND AGREE THAT BOTH PARTIES HAVE ALL THE UNIFORM COMMERCIAL CODE RIGHTS, DUTIES AND REMEDIES AVAILABLE.

6. **CONFLICT OF LAWS**: THIS AGREEMENT TO PURCHASE AND THE PERFORMANCE OF THE PARTIES HEREUNDER SHALL BE CONSTRUED WITH AND GOVERNED BY THE LAWS OF THE CITY OF PARKLAND AND THE STATE OF FLORIDA.

7. **MODIFICATION**: NO MODIFICATION IN PRICE, DELIVERY, METHOD OR SCHEDULE, QUANTITY, QUALITY, SPECIFICATIONS OR ANY OTHER TERM OF THE CONTRACT WILL BE EFFECTIVE UNLESS AGREED TO IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE FINANCE DEPARTMENT.

8. **TAXES**: THE CITY OF PARKLAND IS EXEMPT FROM THE PAYMENT OF ALL FEDERAL EXCISE TAXES AND SALES TAXES OF THE STATE OF FLORIDA AND GENERALLY ALL OTHER STATE GOVERNMENTS. VENDOR/SELLER SHALL FURNISH THE PROPER EXEMPTION CERTIFICATE.

STATE OF FLORIDA SALES TAX EXEMPTION NUMBER: 85-8012739778C-9

FEDERAL TAX I.D. NUMBER: 59-1521506

9. **PATENTS & ROYALTIES**: THE VENDOR/SELLER, WITHOUT EXCEPTION, SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF PARKLAND AND ITS EMPLOYEES FROM LIABILITY OF ANY NATURE OR KIND, INCLUDING COSTS AND EXPENSES FOR OR ON ACCOUNT OF ANY COPYRIGHTED, PATENTED, OR UNPATENTED INVENTION, IT'S USE BY THE CITY OF PARKLAND. IF THE VENDOR/SELLER USES ANY DESIGN, DEVICE, OR MATERIALS COVERED BY LETTERS, PATENT OR COPYRIGHT, IT IS MUTUALLY AGREED AND UNDERSTOOD WITHOUT EXCEPTION THAT THE LISTED PRICES SHALL INCLUDE ALL ROYALTIES OR COST ARISING FROM THE USE OF SUCH DESIGN, DEVICE OR MATERIALS IN ANY WAY INVOLVED WITH THE WORK.

10. **INVOICING**: FURNISH ALL INVOICES AND MAIL TO THE ADDRESS INDICATED, SEND SEPARATE INVOICE FOR EACH SHIPMENT, INCLUDED THE CORRECT PURCHASE ORDER NUMBER ON EACH INVOICE.

11. **PRICES**: IF PRICES ARE HIGHER THAN SPECIFIED, DO NOT SHIP WITHOUT THE APPROPRIATE DEPARTMENT HEAD'S WRITTEN APPROVAL.