

PURCHASE ORDER TERMS & CONDITIONS

The vendor agrees to defend, indemnify and save harmless Pierce County, its appointed and/or elected officers, and employees, or their agents from and against all loss or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any Person or persons, and on account of damage to property including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to the property is due to the negligence of the vendor, its successors or assigns or its or their agents, servants or employees, Pierce County, its appointed and/or elected officers, employees, or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

HOLD HARMLESS

Definitions: The term "Purchaser" means the County of Pierce and the term "Seller" means the person, firm or corporation from whom the merchandise has been ordered.

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 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 County Purchasing Agent 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 consent. No waiver by Purchaser of a breach of any provision of this order shall constitute a waiver of any other breach of such provision or of any other provisions. Time is of the essence of this order.

Quantity: The quantity of merchandise delivered shall not be greater than the amount specified. No backorders accepted - automatic cancellation will apply to all items not delivered on initial shipment unless authorized by the Purchasing Department of the Ordering Department.

Delivery: The Seller shall deliver the materials, equipment or supplies, or cause the work to be performed, within the time and in the manner specified in the Purchase Order.

Invoice: Invoices are to be submitted to the Invoice To address on the Purchase Order. They must be clearly legible and must properly identify the Purchase Order number, item numbers, and a coherent description of merchandise being invoiced; and they must show the name of the Institution or Department to which the merchandise was delivered or shipped.

Inspection: All merchandise is subject to Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If, upon inspection, any merchandise is found to be unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet the specification or any other requirements of this order, Purchaser may return such merchandise to Seller at Seller's expense. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse Purchaser for any amounts paid by Purchaser on account of the purchase price of such returned merchandise and any costs incurred by Purchaser in connection with the delivery or return of such merchandise.

Warranty: Seller warrants that the merchandise will conform to its description and any applicable specifications; shall be of merchantable quality and fit for the purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by the Seller to the Purchaser.

Title: Seller warrants that the merchandise it is selling to Purchaser is free and clear of all liens and encumbrances and that Seller has a good and marketable title to same.

Compliance: Seller agrees that goods delivered shall comply with all ordinances, laws and lawful regulations applicable to the purchase, manufacture, processing, and delivery of the merchandise and shall obtain and pay for all required licenses and permits.

Taxes: Pierce County does pay applicable state and local sales tax, which should be added to your invoice as a separate item.

Tax Exemptions: Pierce County is exempt from federal excise tax and personal property tax. Exemption certificates, when required will be supplied to the Seller upon request.

Material Safety Data Sheets: Appropriate material safety data sheets shall be provided with the initial shipment, and with subsequent shipments after a material safety data sheet is updated.