

TERMS AND CONDITIONS

1. This purchase order is limited to the terms and conditions contained on the face and the back hereof. Any additional or different terms in the Seller's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. All delivery of goods and/or services shall conform to specifications, price, terms and conditions as set forth in this instrument.
2. The Seller warrants the goods furnished in accordance with this order (a) be free from defects in title, claims, liens, labor material or fabrication; (b) conform to applicable specifications; (c) be suitable for the purpose intended, and (d) to be of merchantable quality.
3. In the event any article, service or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, the seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection with the use or sale of such article, service or process and are contributed to by said defective condition.
4. The Seller warrants the good furnished in accordance with this order shall comply with all Federal, State or Local Laws relative thereto and the Seller shall defend and hold harmless the Town of Morrisville, NC, from any claim, liability, or loss arising from any trademarks, patent, or copyright infringement.
5. This agreement shall be governed and interpreted pursuant to Laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Wake, State of North Carolina.
6. Regardless of F.O.B. point, the Seller agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which occur prior to acceptance by the Town.
7. All invoices, packages, shipping notices, or the like affecting this order shall contain the applicable purchase order number. The packing list shall be enclosed in each box or package. All items shall be prepared and packed for shipment in a manner that will prevent damage in transit.
8. The Town shall have the right to inspect and test all items supplied under the order before making acceptance. Risk of loss and title to all goods received shall remain with the Seller until acceptance has been made by the Town. Rejected goods shall be returned to Seller at Seller's risk and expense.
9. In the event the Seller defaults by (a) non delivery as required, (b) not providing adequate assurance of performance, (c) becoming insolvent or making an assignment for the benefit of creditors, or (d) by breaching any of the terms and conditions of this order, the Town reserves the right to cancel the whole or any part of this order or exercise any other remedy allowed with respect of goods under the Law.
10. The Town is exempt from Federal Excise Tax. The Town is not exempt from applicable North Carolina State Sales and Use Tax or Wake County Sales and Use Tax. Such taxes shall be shown as a separate item on all invoices.
11. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements by seller or by any terms stated in seller's acknowledgement unless same be accepted in writing by the Town of Morrisville.
12. All contractors must complete work as required by State and Federal OSHA standards.
13. E-VERIFY. As a condition of payment for services rendered under this agreement, Seller shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes when required by law. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes.
14. Iran Divestment Act Certification required by N.C.G.S. 147-86.58 and 147-86.59 requires that the vendor or bidder is not listed on the Final Divestment List and that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.