



PURCHASE ORDER AGREEMENT - TERMS AND CONDITIONS

- i. Acceptance of this purchase order ("Agreement") is limited to the terms set forth herein. Additional or alternative terms on any of SUPPLIER's forms are objected to and rejected.
- ii. The term SUPPLIER wherever appearing in this Agreement shall mean the individual or firm named on the purchase order and all officers, directors, employees, agents, contractors, and sub-contractors of SUPPLIER. The term DISTRICT wherever appearing in this Agreement shall mean the Port San Luis Harbor District. It is understood that delivery time is of the essence of the contract.
- iii. SUPPLIER pays all shipping costs, and title to the goods and vested interest shall transfer to the DISTRICT only when received and accepted by the DISTRICT representative. SUPPLIER shall prepay and invoice the DISTRICT for actual shipping charges. It shall be the responsibility of the SUPPLIER to trace any goods lost in transit and to seek damages from shipper for any goods damaged in transit.
- iv. All articles and/or services furnished shall be subject to inspection by representatives of the DISTRICT for defects or non-compliance with specifications. If SUPPLIER shall fail to deliver as promised or delivers any article or service which does not conform to specifications, the DISTRICT may at its option, annul and set aside the contract entered into with said SUPPLIER, either in whole or in part, and make and enter into a new contract in accordance with law for furnishing such article(s) or services so agreed to be furnished. Any additional cost or expense incurred by the DISTRICT in making such contract and any additional cost of supplying any article(s) or services by reason of the failure to the SUPPLIER, as stated above, shall be paid by such SUPPLIER and his sureties if any.
- v. SUPPLIER warrants that all goods or services furnished hereunder shall be merchantable and free from any defects in workmanship or material. If SUPPLIER has been informed of the use of the products, SUPPLIER also warrants that the items furnished hereunder are suited and appropriate for such use. SUPPLIER shall indemnify and save the DISTRICT harmless from any breach of this warranty, and no limitations on DISTRICT's remedy in SUPPLIER's documents shall operate to reduce this indemnification. SUPPLIER shall extend all warranties if received from its vendors to the DISTRICT. This warranty is in addition to all warranties contained under the law.
- vi. SUPPLIER warrants that the prices quoted hereunder are the lowest prices at which these or similar articles and/or services are sold by the SUPPLIER to other customers and in the event of any price reduction between the execution of the purchase order and delivery of the goods, DISTRICT shall be entitled to such reduction.
- vii. DISTRICT may delay delivery or acceptance of any goods or services in the event of any unforeseen event. SUPPLIER shall hold the goods (if applicable) pending DISTRICT'S direction, and DISTRICT shall be liable only for direct increased costs incurred by the SUPPLIER by reason of DISTRICTS instructions.
- viii. DISTRICT shall have the right to make changes in this order at any time and SUPPLIER agrees to accept such changes. In the event such changes result in additional costs, the DISTRICT shall make an equitable adjustment in the purchase price provided such additional costs are itemized, in writing, for the DISTRICT by SUPPLIER within 30 days of the change.
- ix. All on-site labor must be in accordance with Certified Payroll and Prevailing Wage Requirements based off the Department of Industrial Relations Labor Code Sections 1770 to 1780. Seller is responsible for providing all necessary documentation for themselves and any subcontractor contracted by them. If Seller is not in compliance, payment will be held, and State penalties may be enforced.
- x. Payment for the material or services on this purchase order will be made after the entire order is delivered or completed to the satisfaction of the DISTRICT.
- xi. The DISTRICT shall pay the state sales tax and use tax if applicable. The district shall furnish the supplier with such tax certificates as may be required by the manufacturer or supplier. Any applicable tax which may be imposed by any governmental agency prior to delivery of goods shall be paid by the DISTRICT.
- xii. DISTRICT reserves the right to terminate this contract for its convenience. In such an event, SUPPLIER shall immediately stop all work and observe any instructions from DISTRICT as to work in process. SUPPLIER shall be paid an equitable adjustment for work already performed, not to exceed 100% of the purchase order amount.
- xiii. DISTRICT may also terminate this contract for cause in the event of default by SUPPLIER. In such an event, DISTRICT shall not be liable to SUPPLIER for any amounts, and SUPPLIER shall be liable for and shall hold DISTRICT harmless from, any damages occasioned by the SUPPLIER's breach or default. If it should be determined that the DISTRICT has improperly terminated this contract for default, such termination shall be deemed to be for DISTRICT's convenience.
- xiv. SUPPLIER shall comply with all applicable laws, ordinances, rules, regulations, codes, professional standards, permits, and/or land use restrictions or limitations of any governmental authority at any time applicable to SUPPLIER, the services, and/or goods. Supplier shall obtain and maintain in full force and effect all professional, contracting and other permits and licenses required to undertake or supply the goods or services. If any material furnished by the SUPPLIER is considered to be hazardous as defined by Federal or California statute, the SUPPLIER shall provide to the DISTRICT a Material Safety Data Sheet (MSDS) pursuant to OSHA's Hazardous Communication Rule 29 CFR 1919.1200
- xv. SUPPLIER agrees to carry ample and adequate insurance protection against any and all loss, damage, injury and liability, including claims for personal injury, including death, property damage, and damage to the work or goods howsoever caused, resulting from operations under this contract; coverage shall not be less than \$1,000,000 per occurrence, \$2,000,000 aggregate for general liability, auto liability, and workers compensation. Certificates of Insurance from insurance companies licensed to do business in the State where the work will be performed shall be furnished to the DISTRICT prior to commencing work and shall be subject to the approval of the DISTRICT as to forms, companies, and amounts. The insurance requirements set forth above apply to all subconsultants. Certificates of Insurance shall name Port San Luis Harbor District 3950 Avila Beach Dr. Avila Beach, CA 93424 as additional insureds.
- xvi. The SUPPLIER agrees to and does hereby indemnify and hold harmless the DISTRICT and its Board Members, Officers, Employees, and agents from liability of any or nature whatsoever related to or arising or resulting from this Agreement. The SUPPLIER at his own cost, expense, and risk shall defend (with legal counsel approved by DISTRICT) any and all claims, actions, suits, or other legal proceedings that may be brought or instituted against the DISTRICT or the Board, its officers, employees, or agents on any such claim or demand and pay, or satisfy any judgment that may be rendered against any of them.
- xvii. The purchase order and any documents referred to on the face hereof constitute the entire agreement between the parties and may be modified with written verification. No part of this order may be assigned or subcontracted without the prior written approval of the DISTRICT.
- xviii. This purchase order shall be governed by the laws of the State of California.