

**CITY OF BRYAN**  
**PURCHASE ORDER STANDARD TERMS & CONDITIONS**

1. **ACCEPTANCE:** Acceptance of this order must be without qualifications. City of Bryan (City) hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional terms is expressly agreed to in writing by Buyer. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of the terms and conditions below for this order.
2. **CHANGES/QUANTITIES:** No changes may be made in this order without written authorization of the purchaser. Ship exact quantities ordered except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.
3. **INVOICES/DISCOUNTS:** Invoices must be submitted by the Vendor to the City of Bryan, Accounting Dept., PO Box 1000, Bryan, Texas 77803. If invoices are subject to a cash discount, discount period to be taken from the date of completion of order or date of receive on invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before this order was placed. The City will not be liable for payment of invoices received six (6) months after order completion (defined as "Acceptance").
4. **TAXES:** This Purchase order when properly executed by the purchasing agent serves as a tax exemption certificate in that the purchaser, as a municipality, claims an exemption from payment of taxes (under Chapter 20, Title 122A, Revised Civil Statutes of Texas). These taxes must not be included on invoice. **EXCEPTION:** Community Development contracts entered into between the successful contractor and homeowner, contractor shall pay all applicable taxes on materials (i.e. material is not tax exempt.)
5. **PATENTS:** Upon acceptance of this order, the vendor agrees to protect the City from any claim involving patent right infringements, copyrights, or sale franchises.
6. **SHIPPING:** All prices must be F.O.B. destination. No boxing or packing charges will be allowed unless specifically authorized on the face of this Purchase order.
7. **RISK OF LOSS:** Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with the Vendor until the goods are delivered to the destination set out in the order and accepted by the City.
8. **Quality Control:** Goods supplied as a result of the Purchase Order shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the Vendor's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.
9. **Warranty:** Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in materials, workmanship and title.
10. **DELIVERIES:** All deliveries to be made to the City of Bryan, Central Receiving located at 1111 Waco, Bryan TX 77803 unless otherwise specified. Deliveries will be accepted only during normal working hours on normal working days (8 a.m.-5 p.m., Monday through Friday). Unless otherwise indicated, items received must be new and in first class condition and if type of materials normally packaged for protection and convenience in storage, shall be in proper container. All services performed shall conform to the quality and workmanship of the accepted standards in the industry.
11. **VERBAL ORDERS:** The terms and conditions on this form also apply to emergency and rush order placed verbally with vendors already familiar with these terms and conditions, in which case a confirming purchase order stamped "CONFIRMATION" will be forwarded to the vendor.
12. **CANCELLATIONS/DELAYS:** The City reserves the right to cancel purchase orders for failure on the part of the Vendor to deliver as promised, or within a reasonable time if no delivery commitments made unless acceptable notification of delay is given to the City by the vendor. The City may delay schedules scheduled delivery by written notice to the Vendor if the City deems it is in their best interest. If such delay causes an increase in the cost of work, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the vendor.
13. **LIABILITY:** Any person, firm or corporation performing services pursuant to this purchase order shall be liable for all damages incurred while in performance of such services. Supplier assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, supplier, or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Supplier, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of Insurance may be required for but not limited to Commercial General Liability, Business Auto Liability, Workers Compensation, and Professional Liability Insurance
14. **APPLICABLE LAW:** This Purchase Order shall be interpreted and enforced according to the provisions of Texas Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statues, ordinances and regulations.
15. **VENUE:** Both parties agree that venue for any litigation arise from this contract shall lie in Brazos County, Texas.