

CITY OF PITTSBURG TERMS AND CONDITIONS

1. By acknowledging receipt of this Purchase Order (or by shipping the goods or performing the services as called by this Purchase Order), Seller agrees to the terms and conditions of sale contained in this Order. Any additional or different terms and conditions contained in any acknowledgment of this Order by Seller shall be deemed objected to by Buyer without need of further notice of objection and shall be of no effect nor in any manner binding upon Buyer unless accepted by Buyer in writing. This Purchase Order, including terms and conditions herein, may not be modified, except in writing signed by both.
2. Goods that are shipped shall be shipped F.O.B. (freight-on-board) destination unless otherwise specified by Buyer. Whereas specific purchases are negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to invoice.
3. Buyer may cancel any deliveries not made as specified, including late deliveries and, at Buyer's option, may return such deliveries to Seller freight collect.
4. All goods shall be received subject to Buyer's right of inspection and rejection. Defective goods or goods not in accordance with Buyer's specifications will be held for Seller's instruction at Seller's risk and, if Seller so directs, will be return at Seller's expense. If the inspection discloses that part of the goods received are not in accordance with Buyer's specifications, Buyer shall have the right to cancel any unshipped portion of the order. Payment for goods on this Purchase Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Buyer may have against Seller.
5. All purchases must be delivered to Buyer's receiving location or as otherwise specified by Buyer.
6. It is agreed that goods delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the buyer from loss, cost, or damage by reason of actual or alleged infringement of patents. 7. Materials must be properly packaged and marked with the purchase order number. 8. In case of default of the contractor, the buyer may procure the articles or services from other sources and charge the contractor as liquidated damages any excess cost or damages occasioned thereby.

PAYMENT TERMS:

1. The City of Pittsburg payment terms are 30 days from receipt of invoice. 2. Cash discount terms should be clearly reflected on the invoice. All invoices for material on which no discount is allowed will be paid 30 days from the date the invoice is received. 3. MAIL INVOICE IN DUPLICATE WITH ORIGINAL, AND ONE COPY OF PREPAID FREIGHT OR EXPRESS BILL TO CITY OF PITTSBURG, ATTENTION: ACCOUNTS PAYABLE, 65 CIVIC AVENUE, PITTSBURG, CA 94565-3814. Back of page one