

PURCHASE ORDER TERMS AND CONDITIONS

BY ACCEPTANCE OF THIS PURCHASE ORDER, THE VENDOR OR CONTRACTOR, HEREAFTER REFERRED TO AS THE SELLER, DECLARES THAT SELLER AGREES TO THE TERMS AND CONDITIONS HEREIN AND THE TERMS OF THE MASTER SERVICES AGREEMENT (incorporated herein by reference and may be viewed at orangecountync.gov/purchasing and as may be updated from time to time) AND WILL FURNISH THE GOODS, MATERIALS, EQUIPMENT, OR SERVICES ACCORDING TO THE FOLLOWING TERMS AND CONDITIONS:

1. **PRICE** - Purchase Order is limited to the terms and conditions contained herein and in the Master Services Agreement ("MSA"). 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, materials, equipment, and/or services (all of which may hereafter be referred to as supplies) shall conform to specifications, price, terms and conditions as set forth in this instrument. Any deviation must receive prior written approval from the Purchasing Director.
2. **TAXES** - ORANGE COUNTY IS NOT TAX-EXEMPT. Prices do not include City, County, State and Federal, or any other taxes. All applicable taxes shall be paid by Orange County and shall be itemized on the seller's invoice.
3. **INVOICES** - Two original copies of the invoice, itemizing all charges, discounts and taxes shall be mailed to -the Purchase Order "Bill To" address at the time of shipment.
4. **PAYMENT TERMS** - Cash discounts will be deducted as provided on the front of this order. Net purchases will be paid within 30 days from the receipt of a correct invoice, or acceptance of the goods, whichever is later. C.O.D. orders will be refused.
5. **FREIGHT AND PACKAGING** - Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. County shall not be responsible for any increase in shipping rates effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.
6. **DELIVERIES** - Deliveries must be made between 8:30A.M. - 4:30 P.M., Monday through Friday except Holidays. Inside delivery is required on all shipments unless specifically indicated otherwise.
7. **IDENTIFICATION OF SHIPMENTS** - All invoices, packages, shipping notices, or the like affecting this order shall contain the applicable purchase order number.
8. **ACCEPTANCE AND INSPECTION** - The County shall have the right to inspect and test all items supplied under the order before making acceptance. Receipt of delivery shall not constitute acceptance. Risk of loss and title to all goods received shall remain with the Seller until the County has made acceptance. Goods rejected shall be returned to Seller at Seller's risk and expense. When Supplies have been rejected, the County shall have the right to cancel any unshipped portion of the order. Payment for Supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the Seller.
9. **OPERATION AND MAINTENANCE MANUALS** - Delivery of equipment must include a complete set of operation and maintenance manuals, and or free access to applicable online operation and maintenance manuals. Seller shall provide schematics and a parts list for specific items upon request by the County.
10. **HAZARDOUS CHEMICALS** - The Seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.

11. MATERIAL SAFETY DATA SHEETS (MSDS) - Seller shall provide applicable current MSDS' in accordance with all regulations to the user department as identified on the face of the purchase order.
12. Contracts funded with federal grant, or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under Uniform Guidance (2 C.F.R. Part 200).
13. Seller is responsible for determining if this purchase involves **FEDERAL FUNDS**. Section 11 of the MSA applies to this Purchase Order if the source of funds for a contract contains federal funds.
14. The Seller's acceptance of this offer will be effective only if it contains no additional terms. The Parties agree this order, together with the MSA, constitutes the entire understanding and agreement between the Parties.