

TERMS AND CONDITIONS OF PURCHASE

1. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in the contract notwithstanding any language contained in any invoice, shipping order, bill of lading or other documents furnished the Seller at any time and the acceptance by the City of any good furnished hereunder accompanied by any such document shall not be construed as an acceptance by the City of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this contract. Any different or additional terms other than those herein contained in Seller's acceptance are hereby rejected.
2. **TRANSPORTATION CHARGES.** When terms of delivery or conditions of this order are F.O.B. shipping destination, all transportation charges shall be paid by Seller.
3. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
4. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to this purchase order shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return offered to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies City may have therefor.
5. **WARRANTY.** Seller expressly warrants that all articles, material and work covered by this order will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the City's acceptance of said materials or goods or by payment for them.
6. **PATENTS.** Seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against City, or those selling or using City's product (provided Seller is promptly notified of such suit and all papers therein are delivered to Seller) for any alleged infringement of any patent by reason of sale or use of such articles and Seller agrees that he will pay all cost, damage and profits recoverable in any such suit and will hold City harmless from any such claims.
7. **QUANTITIES.** City assumes no obligation for articles or material shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Seller's expense or may be held by the City for pick-up by Seller.
8. **ACTS OF GOD.** Neither party shall be liable for delays or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
9. **INVOICES.** Delay in receiving invoices, also errors and omissions on statements of invoices will be considered just cause for withholding settlement without losing discount privileges.
10. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceeding by or against Seller, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.
11. **COMPLIANCE WITH APPLICABLE LAWS.** The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other Government authority or agency in the manufacture or sale of the items covered by this order, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.
12. **TIME OF DELIVERY.** The City requires that all material ordered will be delivered when specified. Time is therefore the essence of this purchase order. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Seller responsible for damages resulting from such breach by Seller.
13. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations, or duties hereunder may not be assigned by Seller without City's written consent and attempted assignment without such consent shall be void.
14. **OTHER TERMS INCLUDED.** All other terms and conditions of the written agreement between the City and Seller are incorporated herein by reference.