

Terms and Conditions

1. **COMPLETE AGREEMENT** - The terms and conditions of this Purchase Order set forth the entire agreement between the parties hereto and supersede all previous communications, representations or agreements, whether oral or written, between the parties hereto with respect to the subject matter here of; and no agreement or understanding varying or extending the terms or conditions of this Purchase Order will be binding unless in writing signed by a duly acknowledged officer or representative.
2. **ADDENDA** - All supplemental or acknowledged sheets, schedules, exhibits or riders which may be annexed hereto or referenced herein are made part of this order to which Vendor agrees by acceptance of this order.
3. **DELAYS** - If Vendor fails to proceed with the performance of this Order or to make deliveries within the time specified in this Order, Purchaser may terminate this Purchase Order, or such part or parts thereof as to which there has been delay. The Vendor will not, however, be liable for damages occasioned by a delay in performance or delivery due to causes beyond the control and without the fault or negligence of the Vendor provided the Vendor promptly notifies the Purchaser when such delay is apparent. The remedies herein reserved shall be cumulative, and in addition to any further remedies provided in law or equity.
4. **NON-WAIVER** - Failure of Purchaser to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies that the Purchaser shall have and shall not be deemed a waiver of any subsequent default of terms and conditions hereof. Shipping or receiving of any article under this Purchase Order shall not constitute a waiver of any right of the Purchaser hereunder or of any obligation to the Vendor to comply with any of the provisions of this Purchase Order.
5. **WARRANTY** - Vendor expressly warrants that all articles ordered to specifications will conform thereto, and to the drawings, samples or other descriptions furnished by the Purchaser, or that if not ordered to specifications they will be fit and sufficient for the purpose intended and that all articles will be of good-quality and workmanship and free from defects. Except in the case of fraud or such gross mistake as amounts to fraud, the liability of the Vendor hereunder is limited to the replacement or repair of any part or parts which are rejected because they are defective, not fit and sufficient for the purchase intended, or not in conformity with the specifications, drawings, samples or other descriptions furnished by the Purchaser, provided that such part or parts are returned to the Vendor within 30 days after such defect, insufficiency or nonconformity is discovered. This warranty shall expire at the end of twelve (12) months from the date of delivery of such articles to the Purchaser. This express warranty is in lieu of any and all other warranties or representations, expressed or implied, to the Purchaser of the user of articles furnished under this Purchase Order.
6. **INSPECTION** - All materials and workmanship shall be subject to inspection and test by Purchaser. Rejected articles shall be removed at the expense of Vendor, including transportation both ways, promptly after notification of rejection and Vendor shall bear all risk of rejected articles.
7. **TRANSPORTATION CHARGES** - All purchases are made FOB destination inside delivery. All delivery charges must be prepaid unless otherwise specified in Purchase Order.
8. **DELIVERY** - Purchaser may at any time postpone delivery of any of the articles ordered herein for a reasonable time as to any particular scheduled shipment.
9. **TAX EXEMPTION** - The Town of Huntington is exempt from taxes; therefore, this purchase is not subject to Federal, state or local taxes. If exemption certificates are required they are to be supplied with invoices. This order may be excepted in lieu of an exemption certificates for New York State sales tax purposes.
10. **TERMINATION** - The Town of Huntington reserves the right to terminate this contract in whole or in part if the Vendor fails or refuses to make delivery of the supplies or perform the services described in this contract within the time provided herein.
11. **CASH DISCOUNT TERMS** - Must be indicated on claim form. Time in connection with discount offered will be computed from date of delivery of the materials, equipment and/or supplies at destination where final inspection and acceptance is made; or from date correct billing on Town Claim Form properly certified by the Vendor or contractor is received if the latter date is later than the date of delivery.
12. **NOTICE OF LABOR DISPUTES** - Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Vendor will immediately give notice thereof to Purchaser. Such notice shall include all relevant information with respect to such dispute.
13. **BILLING** - Invoices must describe articles in terms used in Purchase Order and it is requested that terms be numbered and listed in the same order they appear on same period
14. **SHIPPING INSTRUCTIONS** - Mark each package to show (1) complete delivery address, showing name and address or department for whom delivery is intended, (2) name of shipper, (3) package number and number of packages - i.e.: Pkg. 1 of 3; Pkg. 2 of 3, etc. merchandise must be packed and marked and shipped in accordance with the instructions indicated herein. Merchandise not packed and shipped as per our instructions will be subject to possible rejection, and returned to you and your expense. The wording, "Attention of....." must appear on all packages, communications, and invoices when same is indicated on purchase order. Itemized packing slips must be enclosed in all shipments on same day merchandise is shipped. Shipments must be packed and invoiced separately for each order. Articles on this order must not be included on invoices covering other orders.
15. **CHANGES** - Purchaser may at any time by written order make changes in the drawing or specifications, method of shipment or packing and place of delivery. If such changes cause an increase or decrease in the amount due hereunder or in the time required for performance, an equitable adjustment under this provision must be asserted within 30 days from the date the change is ordered and the amount of such claim must be stated in writing within 30 days thereafter.
16. **PRICES** - Any prices quoted by us in this order are subject to any discount normally offered to municipalities from listed prices.
17. This Purchase Order is subject to audit.