

Terms and Conditions for Purchase Orders



Acceptance Entire Agreement	Any acceptance of this Purchase Order is limited to acceptance of the express terms of the offer contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of this offer by Vendor's acceptance is hereby objected to and reject, but such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price, or delivery schedule of goods or services shall be deemed a material alteration thereof, and this offer shall be deemed accepted by the Vender without said additional or different terms. If this Purchase Order shall be an acceptance of prior offer by Vendor, such acceptance is limited to the express terms contained on the face And back of thereof. Additional or different terms or services of any attempt by Vendor to vary in any degree of any of the terms of this Purchase Order Shall be deemed material and shall be deemed rejected. However this Purchase Order shall not operate as rejection of the Vender offer unless it Contains variances in the terms of the description, quantity, price, or delivery schedule of the goods or services.
Price	Vendor warrants that the price of the goods or services sold to FWHS are not less favorable than those currently extended to any other customer for the Same or similar goods or services in similar quintiles. In event Vendor reduces its price for such goods or services, during the term of this order; Vendor agrees to reduce the prices hereof correspondingly. Vendors agrees not to perform, and waives any and all claims of payment for goods, work, Materials or services which would result in billings beyond the total of this Purchase Order without prior written amendment of this Purchase Order authorizing said additional goods, work, materials or services. Vendors recognize an affirmative duty monitor its performance and billings to Insure that the requirements of the Purchase Order are completed within the total price of the Purchase Order.
Compliance With All Laws	The Vendor shall comply with all applicable provisions of Federal, State, and local laws statutes, rules and regulations including, but not limited to 24 C.F.R.885.1 et seq., as revised or amended. This Purchase Order shall be governed by the laws of the state of Texas.
Shipment	If in order comply with the FWHS required delivery date it becomes necessary for Vendor to ship by a more expensive way that specified in this Purchase Order, any increased transportation costs resulting therefrom shall be paid by Vendor as its expense, unless the necessity for such Rerouting or expedited handling has been caused by FWHS or Vendor receives the prior written approval of the FWHS.
Delivery	Time is of the essence of this Purchase Order, and if delivery of items or rendering of services is not completed by the time promised, FWHS reserves the right without liability, in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Vendor as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any loss incurred. The FWHS shall not be responsible for any materials nor bear the risk of loss or damage until the materials are delivered to the designated destination and signature of receipt is obtained from the appropriate contact person.
Packaging	Materials shall be placed in substantial commercial containers (200 lbs. Test corrugated cartons greylord, or crated) of the type, size and kind commonly used for the purpose. Where feasible, all shipments shall be shrink wrapped or banded on new 4' x 4' four way pallets to ensure acceptance and safe Delivery at no additional cost to FWHS. Each carton, greylord or crate shall be marked with the name of the Vendor, the Purchase Order and release Number, description of the material, the quantity of each item contained therein, and manufacturer or model number. The Vendor shall provide a detailed packing list for each shipment. Each packing slip shall include at least the following: A. The Purchase Order Number B. The quantity of each item shipped the manufacturer number C. The manufacture number D. A brief description of each line item shipped. Suppliers of materials identified as "hazardous" by the Director of Texas Department of Labor must provide the FWHS, Material Safety Data Sheets (MSDS, OSHA FORM 20) or equivalent as required by the Public Act 83-240 Section 9(a).
Warranties	Vendor warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Vendor has been informed of the use of the products, Vendor also warrants that the items furnished are suited and approached for each such use in Conformance with specifications and approvable law. Vendors shall identify and hold harmless FWHS from any breach of warranty, and no Limitations on FWHS remedy in Vendor's Documents shall operate to reduce this indemnification or other remedy. Vendor shall extend all warranties it receives from its suppliers to FWHS. Vendor's warranty shall extend to FWHS customers. This warranty is in addition to all warranties applicable under the law. Vendors acknowledge it is an independent contractor.
Inspection and Acceptance	All goods and other materials under this Purchase Order will be subject to inspection and acceptance after delivery. Goods failing to meet the requirements of this Purchase Order will be held at Vendor's risk and may be returned at Vendor's expense. FWHS reserves the right to cancel all or any part of this order if not filled as specified.
Indemnification	Vendor agrees to protect, defend, indemnify, keep, save and hold FWHS, its officials, employees and agents harmless from and against any and all liabilities, losses, penalties damages, settlements, environmental liability, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities of any kind, nature and character (collectively "claims") in connection with or arising directly or indirectly out this Purchase Order and/or the negligence, acts or omissions of the Vendor, officers, agents, employees, and subcontractors including, but not Limited, the enforcement of this indemnification provision.
Insurance	Prior to the performance of services, Vendor shall procure and maintain at all times at Vendor's own expense, the types of insurance specified On the reverse side or in the solicitation that preceded this Purchase Order. The insurance carriers used by the Vendor must be authorized to do Business in the State of Texas.
Termination of Agreement	As required by 24 C.F.R. § 85.36, the FWHS may terminate all or any portion of this Purchase Order for its convince, any time by notice in writing To the Vendor when the Purchase Orders deemed by FWHS to be no longer in the best interest. FWHS may also terminate this Purchase Order for cause in the event of default by Vendor. In such event, FWHS shall not be liable to Vendor for any amounts, and Vendor shall be liable for, and shall hold FWHS harmless from, any damages occasioned by Vendor's breach or default. In addition, FWHS shall be entitled to any and all other remedies available at law or equity. If it should be determined that the FWHS has improperly terminated this Purchase Order for default, such termination shall be deemed to be for FWHS's convenience.
FWHS Liability Limitation	In event shall FWHS be liable for anticipated or for consequential damages. FWHS's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from Purchase Order or from the performance or beach thereof shall in no case exceed the price allocable to the goods or services which give rise to claim. Any action resulting from any breach on the part of FWHS as the goods or services delivered hereunder must be commenced within one year after the cause of nation has accrued.
Copyright & Patents	To the extent applicable, the FWHS reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for FWHS or HUD purposes, including but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of Services under this Purchase Order, and (b) any rights of copyright or patent to which the Vendor Purchases ownership with funds awarded parent to this Purchase Order for the purpose of meeting the objectives of the Purchase Order.
Audit Requirement	As required by 24 C.F.R. § 85.36, the FWHS retains an irrevocable right to independently or through a third party, to audit Vendor's books and records pertaining to the Purchase Order and to disallow any inappropriate billings hereunder. The Vendor shall maintain records of all transactions under this FWHS order for 3 years of this purchase.
Taxes	The Fort Worth Housing Solutions, a Municipal Corporation is exempt from payment of Federal Excise Taxes, Federal Transportation Tax and State of Texas Retailers' Occupation Tax. Appropriate exemption certificates will be furnished upon request.
Conflicts	The Vendor certifies by acceptance of this Order that no related official during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in Purchase Order or proceeds thereof. The term "related official" means any 1) member, officer, or employee of FHWA, 2) member of the governing body of the locality in which the FWHS was activated, 3) member of the governing body of the locality in which the project is stated, 4) other public official of such locality lies who exercises any function or responsibilities with report to project, and 5) member of immediate family of any of the following.

