



West County Wastewater PURCHASE ORDER TERMS & CONDITIONS

1. West County Wastewater District ("WCW") **WILL NOT** be responsible for any goods received or services rendered without a purchase order authorizing the transaction.
2. This order must be filled, or work performed, as specified. Substitutions, changes, or delays will not be accepted by WCW unless WCW approves them in writing in advance. Additions, deletions, substitutions or alternatives to the purchase order and these terms and conditions will not be incorporated into this purchase order unless authorized by written change order executed by WCW. A "changed" purchase order will supersede any and all previous documents.
3. Vendor shall ship, deliver or provide services to locations as specified. Title to and risk of loss or damage to goods in transit will remain with the Vendor (F.O.B. Destination), until delivered as specified, unless otherwise confirmed in writing by WCW. Transportation charges, if authorized, must be prepaid and added to the invoice accompanied by a copy of the actual freight bill. **Receiving Hours:**
_____. **[add address for receipt]**
4. WCW may cancel this order at any time for Vendor's breach of any provision of this order. If Vendor fails to deliver the goods, materials or services by the time provided in the purchase order, or WCW finds that material or equipment supplied is defective in quality or performance workmanship, or fails to comply with any terms of this order, or is otherwise in default under this purchase order, WCW may terminate this agreement and contract with an alternate vendor to complete the order. Vendor is liable to WCW for any difference in price plus WCW's expenses for enforcing its rights under this purchase order, including reasonable attorney's fees. WCW may charge Vendor's account for any such costs.
5. Vendor shall advise immediately of any shortage or delay in shipment.
6. Vendor shall not give invoices to WCW employees. Vendor shall mail all invoices to: _____ or shall e-mail invoices to: _____. Vendor's failure to comply with this requirement **WILL** delay payment.
7. All invoices received for goods or services must require payment to the Vendor specified on the purchase order. WCW **WILL NOT** accept any invoices requiring payment to a second party.
8. WCW will not pay any boxing, packaging or cartage charges unless those charges are specifically authorized by the purchase order.
9. If applicable, Cash discount terms may be taken by WCW and deducted from the invoiced amount. The determining date will be the date of correct receipt of goods/services or actual receipt of correct invoice, whichever is later. Payment of invoices with discrepancies will be delayed until corrected or approved as amended by WCW.
10. WCW-furnished or paid-for artwork, negatives, specifications, tools, equipment or any other items furnished by WCW to Vendor and property of WCW shall (A) remain WCW Property; (B) be protected by Vendor and maintained in good usable condition; (C) shall not be provided to any other person or entity without prior written approval of WCW; and (D) be returned promptly to WCW upon request.
11. Vendor warrants that all products supplied will conform to the description, be of good quality and workmanship, and be free from defects. Vendor further warrants that all goods furnished in connection with any services will be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Vendor warrants that it has good title to goods supplied under this purchase order and that they are free of liens and encumbrances. These warranties are in addition to those implied in fact or in law. Vendor also extends its standard warranty to WCW, provided, unless otherwise specified, the minimum warranty period on purchased equipment will be the industry or trade standard for full parts and labor on-site warranty.
12. If any article, service or process sold, delivered, performed or installed under this purchase order is covered by any patent or copyright, or application for either, then Vendor shall indemnify and save harmless WCW, its directors, agents and employees, from any and all loss, cost or expense on account of any and all claims, suits or judgments on the use or sale of such article, services or processes in violation of rights under such patent, copyright, or applications for either.
13. Vendor must not release any advertising copy mentioning the WCW or quoting any WCW employee without the prior written consent of WCW.
14. This purchase order is issued on the express condition that the price of all goods and services furnished hereunder will not exceed that permitted by law.
15. These prescribed terms and conditions of sale are intended to facilitate rather than hinder WCW's business transacted via purchase order. If a conflict arises between this Purchase Order and any terms of Vendor's proposal, this Purchase Order will take precedence unless otherwise agreed in writing following direct negotiation with the WCW's Administrative Services Department. If a legal conflict arises in connection with this purchase order, the venue will be Contra Costa County, California and the laws of the State of California will govern.
16. If this purchase order includes the performance of services, the Vendor shall file certificates of General Liability, Automotive and Workers' Compensation Insurance and meet the minimum requirements set by the A.M. Best Company. On projects exceeding \$100K, insurers shall have a minimum rating of "A" with a "Financial Size Category" of "VIII" or higher. On projects under \$100K, insurers shall have a minimum rating of "B+" with a "Financial Size Category" of "V" or higher.
17. If this order includes material and labor (public works) exceeding \$1,000.00, then pursuant to applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages and not less than the general prevailing rate of per diem wages for legal holiday and overtime work, for each craft or type of workman needed to execute the work contemplated under this agreement, as ascertained by the Director of Department of Industrial Relations, shall be paid to all workmen employed on said work by the Vendor or by any subcontractor doing or contracting to do any part of said work.
18. Vendor shall use all reasonable precautions in the performance of the work under this order and shall comply with all health & safety and fire protection regulations and requirements of WCW.

PRINT VENDOR NAME: _____

DATE: _____

VENDOR SIGNATURE & TITLE: _____