

PURCHASE ORDER TERMS AND CONDITIONS

1. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement and understanding between the County and Vendor, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth in this agreement.

2. DISCOUNT:

The discount period for prompt payment of invoices will be computed from date of complete accepted delivery of all items ordered or from the date the correct invoice is received, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the County check.

3. DELIVERY:

Vendor must immediately advise the County if there is any delay or shortage in shipment, or of a partial shipment and date full shipment will be delivered. All merchandise described herein must be delivered between 8:00 a.m. and 4:00 p.m. local time on weekdays unless otherwise agreed by the County. No charge will be allowed for cartage, pallets, boxing or packaging, unless by special agreement showing on the face of this Purchase Order. Any or all items which are not delivered on or before the specific delivery date may be canceled at the discretion of the County.

4. UNFAIR PRACTICES ACT AND OTHER LAWS:

Performance under this Purchase Order shall be in accordance with the Unfair Practices Act (Business & Professional Code §17000 et. seq.) and all other applicable State and Federal laws and regulations, and the Fair Employment Practices Act.

5. ALTERATIONS:

No alterations in any terms, conditions, delivery price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of the County of Humboldt.

6. SHIPPING:

(a) Unless otherwise specified, please ship prepaid via cheapest common carrier. Title to the materials and supplies purchased hereunder shall pass to the County of Humboldt at the ship to point designated on the face hereof, subject to the right of the County of Humboldt to reject upon inspection.

(b) If terms are F.O.B. shipping point, please prepay and list shipping charges separately on invoice less Federal transportation tax.

(c) Substantiation of prepaid freight and express must be attached to your invoice.

(d) C.O.D. shipments will not be accepted.

(e) The Purchase Order number must appear on all invoices, packing lists, shipping notices, instruction manuals, and any correspondence.

(f) The County reserves the right to cancel any unshipped portion of this order.

7. INSPECTION/ACCEPTANCE OR REJECTION OF MERCHANDISE:

Inspections and acceptance or rejection of the merchandise will be at the delivery location unless otherwise specified. The County will inspect the merchandise and either accept or reject it within a reasonable time frame. If any specified inspection or testing is required to determine if the merchandise meets the specifications, Vendor shall perform or have performed such inspections and tests at Vendor's sole cost. Any merchandise received damaged or not in accordance with the instructions or specifications on the Purchase Order will be rejected and returned to Vendor at Vendor's risk and expense. The County will notify the Vendor either orally or in writing stating the reason(s) why the merchandise is deemed damaged or non-conforming. The County will hold the damaged or non-conforming merchandise for a reasonable time not to exceed 30 days and Vendor must remove the rejected merchandise at Vendor's sole cost and expense. Payment will be withheld pending resolution by replacement or credit. Nothing herein shall be construed to modify or extend the delivery schedule specified.

8. CLAIMS:

The Vendor agrees to protect the County of Humboldt against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.

9. RESPONSIBILITY:

(a) It is agreed that the waiver or acceptance of any breach of any of the terms of this order shall not operate to relieve the vendor of the responsibility hereunder for any prior or subsequent breach.

(b) All specifications and plans referred to in this order shall form a part of the contract.

(c) The Vendor warrants articles supplied under this contract to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, or good material and workmanship, and free from defect.

10. TAXES:

County of Humboldt is not tax exempt. Applicable sales tax per delivery location applies. Articles sold to the County are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.

11. LIENS:

Vendor, by accepting this Purchase Order, warrants and represents that the goods, wares, or merchandise ordered herein are free and clear from all claims and liens of any nature whatsoever.

12. PATENT INDEMNITY:

The Vendor shall indemnify, defend and hold harmless the County of Humboldt, its officers, agents, and employees, from liability of any nature or kind, including costs and expenses, for

infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

13. LIABILITY:

The County shall not be responsible for any damage that may accrue by reason of the death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees, or for damages to any property of the Vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person or persons which may have been caused or contributed to, approximately or remotely, by reason of or in the course of performance of this Purchase Order. The Vendor shall assume full responsibility for the defense of any claim arising under this Purchase Order and the Vendor shall save, keep, and hold harmless the County, all officers and employees thereof, from all damages, costs, or expenses, in law or in equity because of personal injury, property damage, or alleged or actual patent infringements based on the performance of this purchase order or asserted against it.

14. NUCLEAR-FREE ZONE INFORMATION:

The County of Humboldt cannot make any contracts with nuclear weapons contractors as defined in the County's Nuclear-Free ordinance.

(a) "Nuclear Weapons Contractor" is any person, corporation, or other business entity, which knowingly or intentionally is engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components.

(b) "Nuclear Weapon" is any device, the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei, including the means of guiding, transporting, propelling or triggering the device, provided that such means is destroyed or rendered useless in the normal guiding, transporting, propelling, or triggering of the device.

(c) "Component of a Nuclear Weapon" is any device, radioactive or non-radioactive, specifically designed or modified for exclusive use as part of a nuclear weapon and/or any device radioactive or non-radioactive specifically designed or modified to exclusively contribute to the operation of nuclear weapons.

By accepting the attached purchase order, you are certifying to the County of Humboldt, under penalty of perjury, that you are not a nuclear weapons contractor as defined above. If you are a nuclear weapons contractor, please contact this office immediately - (707) 268-2544. If your status changes and you become a nuclear weapons contractor, or if the County determines you to have been a nuclear weapons contractor at the time you accepted this purchase order, the County reserves the right to immediately terminate this contract. If the County of Humboldt has determined you are a nuclear weapons contractor and you do not agree or you feel your status has changed, you may contact the Purchasing & Disposition Team to find out your rights to contest that determination.

15. POLICY OF NON DISCRIMINATION:

The County of Humboldt has a policy of non-discrimination, and in accordance therewith, Vendor shall not, in connection with this Purchase Order, unlawfully discriminate against any person, employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state, or federal laws or regulations.

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