

TERMS AND CONDITIONS OF PURCHASE ORDER

The vendor, in accepting this order, agrees to and shall be bound by all of the following terms and conditions:

1. The content conditions of this purchase order may not be modified by and verbal understanding. Any changes must be in writing and approved by the Authority's Senior Procurement Analyst.
2. All shipments by Vendor must be F.O.B. destination unless otherwise authorized in writing by the Authority. Shipments are to be prepaid, with the freight charges added to the invoice and with a copy of the freight bill attached. The Authority will not accept collect shipments.
3. The Authority reserves the right to cancel all or part of this purchase order should delivery not be made within the time specified.
4. Acceptance by Vendor of the order includes acceptance of all items, conditions, prices, delivery instructions and specifications as shown on the order or in the request for proposal or bid documents relating to the order (the "Contract Documents") which are made a part hereof by reference as fully as if set forth herein. In the event of a conflict between this purchase order and any applicable Contract Documents, the Contract Documents shall govern.
5. Vendor shall indemnify, hold harmless, and defend the Authority and its officers, employees and agents from and against any and all liabilities, losses, claims, damages, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by Vendor, or anyone performing any act required of Vendor in connection with performance of this order. These obligations shall survive acceptance of any goods and/or performance and payment therefor by the Authority.
6. Vendor shall indemnify and hold harmless, and defend the Authority from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by Vendor. These obligations shall survive acceptance of any goods and/or performance and payment therefor by the Authority.
7. Price changes are not permitted without prior approval in writing from the Senior Procurement Analyst. The Authority reserves the right to return goods at Vendor's expense if the increase is deemed unreasonable or is contrary to an awarded bid price of this or other governmental agency(ies).
8. Vendor shall practice no discrimination against any employee who is employed in the work, services, manufacture, or supplies relative to this contract or agreement, or against any applicant for such employment because of race, color, sex, age, handicap, religion or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay; other forms of compensation; and selection for training, including apprenticeship.
9. Any dispute or contractual right regarding this purchase order shall be governed by Florida Law. In the event of a lawsuit by Vendor the venue of such lawsuit shall be in Hillsborough County, Florida and the Vendor waives whatever rights it has in selection of venue.