



TERMS AND CONDITIONS

1. This purchase order is limited to the terms and conditions contained on the face and the back hereof. Any Additional or different terms in the Seller's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. All delivery of goods and/ or services shall conform to specifications, price, terms and conditions as set forth in this instrument.
2. This purchase order, including all references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the City and Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the City.
3. The Seller warrants the goods furnished in accordance with this order to; (a) be free from defects in title, claims, liens, labor, material or fabrication, (b) conform to applicable specifications, (c) be suitable for the purpose intended, and (d) to be of merchantable quality.
4. The Seller warrants the goods furnished in accordance with this order shall comply with all Federal, State or Local Laws relative thereto and the Seller shall defend and hold harmless the City from any claim, liability, or loss arising from any trademarks, patent, or copyright infringement.
5. This agreement shall be governed and interpreted pursuant to Laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Cumberland, State of North Carolina.
6. Regardless of F.O.B. point, the Seller agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which occur prior to acceptance by the City.
7. All invoices, packages, shipping notices, or the like affecting this order shall contain the applicable purchase order number. The packing list shall be enclosed in each box or package. All Items shall be prepared and packed for shipment in a manner that will prevent damage in transit.
8. The City shall have the right to inspect and test all items supplied under the order before making acceptance. Risk of loss and title to all goods received shall remain with the Seller until acceptance has been made by the City. Rejected goods shall be returned to Seller at Seller's risk and expense.
9. In the event the Seller defaults by (a) nondelivery as required, (b) not providing adequate assurance of performance, (c) becoming insolvent or making an assignment for the benefit of creditors, or (d) breaches any of the terms and conditions of this order, the City may, by written notice to the Seller, cancel the whole or any part of this order or exercise any other remedy allowed to the City of goods under law.
10. The City is exempt from Federal Excise Tax. The City is not exempt from applicable North Carolina State Sales and Use Tax or Cumberland County Sales and Use Tax. Such taxes shall be shown as a separate item on all invoices.
11. Cash discounts will be deducted as provided on the front of this order. Net purchases will be paid within 30 days from the receipt of a correct invoice or acceptance of the goods, whichever is later. Refer to the front of this order for the billing address. Submit original invoices with a duplicate invoice.
12. Current material safety data sheets shall be provided in accordance with all regulations.

"E-VERIFY REQUIREMENTS"

CONTRACTOR / VENDOR HEREBY ACKNOWLEDGES THAT "E-VERIFY" IS THE FEDERAL E-VERIFY PROGRAM OPERATED BY THE US DEPARTMENT OF HOMELAND SECURITY AND OTHER FEDERAL AGENCIES WHICH IS USED TO VERIFY THE WORK AUTHORIZATION OF NEWLY HIRED EMPLOYEES PURSUANT TO FEDERAL LAW IN ACCORDANCE WITH ARTICLE 2, CHAPTER 64 OF THE NORTH CAROLINA GENERAL STATUTES. CONTRACTOR / VENDOR FURTHER ACKNOWLEDGES THAT ALL EMPLOYERS, AS DEFINED BY ARTICLE 2, CHAPTER 64 OF THE NORTH CAROLINA GENERAL STATUTES, MUST USE E-VERIFY AND AFTER HIRING AN EMPLOYEE TO WORK IN THE UNITED STATES, SHALL VERIFY THE WORK AUTHORIZATION OF THE EMPLOYEE THROUGH E-VERIFY IN ACCORDANCE WITH NCGS §64-26 (A). CONTRACTOR / VENDOR HEREBY PLEDGES, ATTESTS AND WARRANTS THROUGH EXECUTION OF THIS AGREEMENT THAT CONTRACTOR / VENDOR COMPLIES WITH THE REQUIREMENTS OF ARTICLE 2, CHAPTER 64 OF THE NORTH CAROLINA GENERAL STATUTES AND FURTHER PLEDGES, ATTESTS AND WARRANTS THAT ANY SUBCONTRACTORS CURRENTLY EMPLOYED BY OR SUBSEQUENTLY HIRED BY CONTRACTOR / VENDOR SHALL COMPLY WITH ANY AND ALL E-VERIFY REQUIREMENTS. FAILURE TO COMPLY WITH THE ABOVE SHALL BE CONSIDERED A BREACH OF THIS AGREEMENT.

"IRAN DIVESTMENT ACT CERTIFICATION"

AS MANDATED BY N.C.G.S. 147-86.59(A), BIDDER HEREBY CERTIFIES THAT IT IS NOT LISTED ON THE FINAL DIVESTMENT LIST CREATED BY THE NORTH CAROLINA STATE TREASURER PURSUANT TO N.C.G.S. 147-86.58. BIDDER FURTHER CERTIFIES THAT IN ACCORDANCE WITH N.C.G.S. 147-86.59(B) THAT IT SHALL NOT UTILIZE ANY SUBCONTRACTOR FOUND ON THE STATE TREASURER'S FINAL DIVESTMENT LIST. BIDDER CERTIFIES THAT THE SIGNATORY TO THIS REQUEST FOR PROPOSALS IS AUTHORIZED BY THE BIDDER TO MAKE THE FOREGOING STATEMENT.