

SOUTH TAHOE PUBLIC UTILITY DISTRICT **PURCHASE ORDER TERMS AND CONDITIONS**

1. **CONTRACT:** The Supplier shall deliver goods or services as listed on the South Tahoe Public Utility District (District) purchase order for the price* listed in the agreed time. The order/contract can be accepted in writing or by the commencement of performance. Changes to orders or terms are not acceptable unless pre-authorized by an authorized District agent. Changes cannot be made by an acknowledgment, invoice or other document unless signed by an authorized District agent.

*Typographical or computation errors are subject to correction.

2. **DELAY/CANCELLATION:** The Supplier is responsible for notifying the District of late or delayed orders. The District reserves the right to cancel all or any part of an order if the shipment is not made as promised, or at any time prior to shipment or service mobilization.

3. **TAXES:** Sales tax should be included on an invoice as a separate item. Do not include federal excise taxes because the District is exempt.

4. **TRANSPORTATION:** All goods shall be delivered PREPAID. For shipments other than F.O.B. South Lake Tahoe, invoices for prepaid transportation charges should be supported by receipted freight bills. Title and risk of loss remains with the supplier until delivery to the F.O.B. point, except if the goods are of a flammable, toxic or otherwise dangerous nature, then the supplier shall hold the District harmless from and against any and all claims asserted against the District due to any personal injuries and/or property damages caused by the material, or by its transportation prior to the completion of unloading at District facilities. **C.O.D. deliveries will not be accepted.**

5. **MATERIAL SAFETY DATA SHEET:** Supplier shall supply a MSDS with the first shipment of hazardous material, and shall supply an updated MSDS upon its revision.

6. **INSPECTION:** All goods/services furnished must be in conformity with specifications and will be subject to inspection and approval by the District after delivery/completion. The District reserves the right to reject and return at the risk and expense of the supplier any unacceptable shipment due but not limited to incorrect or damaged merchandise, or to withhold payment or partial payment until services are satisfactorily completed.

7. **WARRANTY:** Supplier warrants that the goods are of merchantable quality and free and clear from any security interests, liens or encumbrances of any kind. The goods shall be fit for the District's purpose and free from defects in material and workmanship. Supplier also extends its standard warranty to the District and any additional warranty as listed on the purchase order/contract.

8. **REPAIRS:** Call repair estimates to the District purchasing agent or other authorized agent for approval prior to repairing equipment.

9. **PAYMENT:** The time period allowed for payment or discount shall commence upon receipt of supplier's invoice or upon receipt of the goods or services, whichever is later. Payment may be delayed when merchandise is shorted, incorrect or damaged, or if invoices are incorrect or do not show an individual purchase order number. The District may also hold invoices as an offset to credits owing.

10. **COMPLIANCE WITH LAW:** Supplier shall meet all applicable federal, state and local regulations including the regulations of the Division of Industrial Safety of the State of California, Health & Safety Code of the State of California and current O.S.H.A. requirements. Supplier shall comply with laws prohibiting discrimination on the basis of race, color, religion, ancestry, sex, age, physical handicap, national origin, or sexual preference.

11. **LIABILITIES:** Supplier must save, keep, hold harmless and fully indemnify the Board of Directors and any of their officers or agents from all damages, costs or expenses in law or equity that may at any time arise for any negligent act or omission or infringement on the patent rights, copyright, or trademark of any person or persons in consequence of the use by the District of the goods supplied.

12. **MERCHANDISE:** For any terms not stated herein, the Uniform Commercial Code will apply.

13. **LABOR:** If this contract includes performance of labor on District premises, Supplier shall indemnify and save and hold the District harmless from and against any and all claims and liabilities for injury or death to any person or damage to property arising out of Supplier's performance under the contract. Supplier shall carry during the term of the contract Workers Compensation insurance as required by law, and public liability and property damage insurance.

14. **PUBLIC WORKS CONTRACTS:** For public works projects over \$1000, Supplier shall pay and report on the prescribed form, the general prevailing wage rate as established by the California Department of Industrial Relations, to all workers employed on the contract.

15. **VENUE:** This agreement shall be governed by the laws of the State of California, and venue for any proceeding shall be in the County of El Dorado.

16. **ASSIGNMENT:** No right or interest in the purchase order/contract shall be assigned by the Supplier without the written permission of the District.