

TERMS AND CONDITIONS

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS

1. The offer of seller, either orally or in writing, shall for all purposes be deemed accepted upon execution of this purchase order.
2. No terms additional to or different from those contained herein shall be valid or effective unless otherwise specified on this purchase order.
3. The Seller acknowledges that it has carefully reviewed and examined this purchase order with all of its incorporated documents attached, and the Seller will not make any claim to the Purchaser based upon or arising out of any misunderstanding or misconception on its part of the provisions and requirements of this purchase order: The seller acknowledges that it has fully examined and analyzed all conditions that could affect its performance and that no conditions exist which would affect the progress, performance, or price of this purchase order.
4. The making of payment shall not constitute an acceptance of any defective or incomplete work.
5. The failure of the Seller to perform any material obligation of this purchase order shall be deemed a default and Purchaser shall thereon be entitled, in addition to any other legal rights and remedies it may have, to cancel this purchase order. The Seller shall be responsible and liable to purchaser for all damages, costs, disbursements and expenses, including attorney's fees, incurred by the Purchaser as a result of the seller's breach or default of this purchase order.
6. This purchase order shall not be changed, modified, or altered except in writing and signed by Seller and Purchaser.
7. The right of cancellation in case of long delay in shipment is reserved.
8. No sales tax or use tax shall be included in or added to prices of materials on this order.
9. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on backorder or canceled.
10. On prepaid freight shipments, copy of freight bill must accompany invoice.
11. This purchase order shall not be assigned in whole or in part nor shall any interest therein including the right to any proceeds and any such purported assignment shall be void.
12. Financial obligations of the county are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available as a result, the county reserves the right to terminate this agreement should necessary funds not be appropriated, budgeted, or otherwise made available.
13. If this purchase order covers equipment, materials, or containers thereof that are required by law to be constructed, packaged, labeled, or registered in a prescribed manner - such as, but not limited to, fabrics, poisons, combustibles gases, and any vehicles, storage tanks, and the like intended for transporting or storing the same. Seller hereby warrants that such equipment, materials, and containers will be in compliance with all such laws irrespective of whether Seller's shipments to Purchaser are interstate or intrastate. This provision applies whether or not a specification is furnished by Purchaser. No extra charges of any kind including charges for boxing, packaging, or cartage shall be allowed.
14. Seller hereby warrants for a period of one year after acceptance of all materials furnished hereunder by Purchaser, that all materials furnished hereunder will be free from all faults and defects, fit and sufficient for the purpose intended, merchantable, of good workmanship and in conformity with any specifications, drawings or samples specified or furnished herewith.
15. The validity, interpretation and performance of this Purchase Order shall be governed by the laws of the State of Colorado. Titles, captions or headings to any provisions, Articles, etc., shall not limit the full contents of same. If any term or provision of this purchase order is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this purchase order.