

## CITY OF HIGH POINT

### PURCHASE ORDER TERMS AND CONDITIONS

The seller agrees that the following Terms and Conditions will be applicable thereto:

1. If seller refuses to accept this order exactly as written, seller will return it at once with explanation.
2. The City of High Point is exempt from Federal Excise Tax. The County is not exempt from applicable North Carolina State Sales Tax and Use Tax or City of High Point Sales and Use Tax. Such taxes shall be shown as a separate item on all invoices.
3. Purchaser will not be responsible for payment for any goods delivered without a purchase order.
4. Seller will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. Seller is to submit original invoice to the address shown in the BILL TO: section on the front of the order.
5. All prices must be f.o.b. delivered to point as indicated on the front of this order. Where specific purchase is quoted or negotiated f.o.b. shipping point, the seller will prepay shipping charges and add to invoice. No freight, boxing or packing charges will be allowed by purchaser unless specifically authorized on the face of this order.
6. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
7. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, shall be and remain with the seller until the goods are delivered to the destination set out in the order and accepted by the purchaser or purchaser's nominee.
8. In the event of seller's failure to deliver as and when specified, or to perform as and when specified, purchaser reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and seller agrees that purchaser may return part or all of any shipment so made and may charge seller with any loss expense sustained as a result of such failure to deliver or to perform.
9. In the event any article, service, or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright, or application for either, seller will indemnify and save harmless the purchaser from any and all loss, cost or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of copyright, or application for either rights under such patent, copyright or application for either.

10. In the event any article, service, or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, service, or process and are contributed to by said defective condition.
11. If seller performs services or constructs, erects, inspects or delivers hereunder, seller will indemnify and save harmless the purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection therewith.
12. Purchaser reserves the right to place an inspector in seller's plant, at purchaser's expense, who shall be permitted to inspect any material on this order during the process of manufacture and before shipment.
13. Seller agrees not to release any advertising copy mentioning purchaser or quoting the opinion of any of purchaser's employees without the written authorization of City of High Point.
14. Seller represents and warrants that no Federal or State statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, seller will indemnify and save harmless the purchaser from all loss, penalties, or payment of all sums of money on account of such violation.
15. Any contractors supplying both services and materials shall pay all sales or use taxes on materials so furnished and shall indemnify and save harmless purchaser from any damages, costs, expenses or penalties on account of such taxes. Contractors will be reimbursed for sales taxes for any items which become property of the City of High Point.
16. Purchaser may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary.
17. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements by seller or by any terms stated in seller's acknowledgement unless same be accepted in writing by the purchaser.
18. This agreement shall be governed and interpreted pursuant to the Laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Guilford, State of North Carolina.
19. Current Material Safety Data Sheets, when applicable to the order, shall be provided by seller in accordance with all regulations.