

**CITY OF PALM BEACH
GARDENS
PURCHASE ORDER TERMS
AND CONDITIONS**

1. The terms and conditions of this Purchase Order ("PO") shall become part of the contract between the City of Palm Beach Gardens ("City") and the Contractor.
2. Questions related to the requirements of this PO should be referred to the Procurement Management Office at www.pbgfl.gov/procurement or the City department placing the order.
3. Invoices for the goods or services ordered shall reference the PO number and the appropriate item number. Invoices must be submitted to ap@pbgfl.gov.
4. The City will not honor any modifications to any of the requirements in this PO unless such modifications are authorized by an approved Change Order from the City.
5. If the PO permits freight charges, (FOB, Shipping Point) those charges must be separately stated on the invoice accompanied by receipted freight bills.
6. The City is exempt from sales taxes under the *Statutes of the State of Florida*. The City's tax exemption number is 85-8012646491C-4. A copy of the tax-exempt certificate is available at www.pbgfl.gov/procurement.
7. The Contractor warrants that the goods or services to be supplied under this PO is free from defects in materials and workmanship and are suitable for the purpose intended. Goods and services shall be in compliance with all requirements shown in the PO, referenced documents, catalogues, and the manufacturer's warranty.
8. Title shall pass to the City on delivery of the conforming goods to the designated location, notwithstanding any agreement to pay for freight, express or other transportation charges. The risk of loss or damage in transit shall be upon the Contractor. Delivery shall not be complete until the goods or services have been received, inspected, and accepted by the appropriate City department.
9. Substitutions will not be accepted without prior written approval by the City.
10. Partial shipments will be accepted if invoiced separately.
11. C.O.D. or collect shipments will not be accepted.
12. Receiving hours are 8:00 a.m. to 3:30 p.m. Monday - Friday.
13. The City complies with the *Florida Prompt Payment Act (F.S. 218.70)*. Interest computations for overdue payments shall be calculated in compliance with the Act.
14. This agreement to purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Florida.
15. The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, and its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the listed prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved with the work.
16. This PO incorporates the City's General Terms and Conditions, which are available for review at www.pbgfl.gov/procurement. By accepting this PO, the Contractor agrees to be bound by the City's General Terms and Conditions, as applicable.
17. If the City is required by the Contractor to complete and execute any other forms or documents in relation to this PO, the terms, conditions, and requirements in this PO shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this PO and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.