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## CARSON CITY, NEVADA

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CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

### PURCHASE ORDER TERMS AND CONDITIONS

Any invoice or purchase order between a Vendor and Carson City (City) shall incorporate the instant "PURCHASE ORDER TERMS AND CONDITIONS," a copy of which has been made available to Vendor and which is on file with the City's Department of Finance's Division of Purchasing and Contracts. Any Vendor providing goods or services to the City acknowledges that by delivering such goods or performing such services the Vendor agrees to the terms and conditions stated herein.

1. Applicability (Goods, Services)

Notwithstanding any provision of the Uniform Commercial Code (U.C.C.) 2-207 or NRS 104.2207, the Vendor's written acceptance of this Purchase Order, or the Vendor's commencement of performance without providing written rejection of the Purchase Order to the City within five (5) days of receipt, shall convert this Purchase Order, in its entirety, into a legally binding contract. Each section title within these Terms and Conditions shall indicate its applicability to the purchase of goods and/or services. Except for the Rules of Precedence section below, these Terms and Conditions do not apply if a specific bid award or contract is referenced on the face of the Purchase Order.

2. Rules of Precedence(Goods, Services)

In the event of a conflict, the following rules of precedence shall govern this Purchase Order: (1) Terms and conditions on the face of the Purchase Order prevail over these Terms and Conditions; (2) All terms and conditions of the Purchase Order prevail over U.C.C. Article 2; (3) All terms conditions of the Purchase Order prevail over any Vendor quotation; and (4) The terms and conditions of a specific bid award or contract referenced on the face of the Purchase Order prevail over any term or condition contained in the Purchase Order.

3. Laws and Statutes (Goods, Services)

The Vendor will comply with all federal, state and local laws and regulations relative to conducting business or performing work in Carson City.

4. Shipping (Goods)

Goods are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable U.S. Department of Transportation (D.O.T.) Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect, or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Vendor error will be returned solely at Vendor's cost.

5. Material Safety Data Sheets (Goods)

The Vendor shall provide current Material Safety Data Sheets (MSDS) for all hazardous materials and products delivered under this Purchase Order.

6. Back Orders (Goods)

All Back Orders must be approved by Purchasing and Contracts. If orders cannot be delivered in a timely fashion, Vendor shall immediately advise Purchasing and Contracts in writing.

7. Discount (Goods)

Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the City, whichever is later. Payment is made, for discount purposes, when check is mailed.

8. Taxes (Goods, Services)

Vendor shall not charge State Sales Tax on the sale of any tangible personal property sold to the City. The City is exempt from Nevada State Sales Tax pursuant to NRS 372.325, exemption certificate A-440312.

9. Disputes (Goods, Services)

The parties shall attempt to amicably resolve disputes through escalating levels of management. All unresolved disputes may be settled by arbitration in Nevada if agreed to by both parties; otherwise, litigation may be used. Notice of any dispute must be given in writing within thirty days of the claim, dispute or matter arising.

10. Governing Law/Venue of Action (Goods, Services)

This Purchase Order shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the City of Carson City, State of Nevada.

11. Notification (Goods, Services)

Notices will be addressed to the places of businesses identified on the face of the Purchase Order.

12. Indemnification (Goods, Services)

Notwithstanding any of the insurance requirements set forth herein, the Supplier shall protect, indemnify and hold the City, its officers, employees and agents, harmless from and against any and all third-party claims arising under this Purchase Order.

13. Termination for Convenience (Goods, Services)

The City shall have the right at any time to terminate further performance of this Purchase Order, in whole or in part, for any reason. Such termination shall be effected by written notice from the City to the Vendor, specifying the extent and effective date of termination. The Vendor shall submit a written request for incurred costs for work performed through the date of termination, and shall provide any substantiating documentation requested by the City.

14. Termination for Default (Goods, Services)

Upon failure to perform this Purchase Order under its terms, the City will provide written notice to the Vendor of the breach, and the Vendor will have a reasonable time (as

stated in the City's written notice) in which to cure the breach. Failure to cure within the stated time will subject the Vendor to a default termination, with no liability to the City. The City will retain all rights to common law breach of contract remedies.

15. Insurance (Goods, Services)

The Vendor shall procure and maintain Workers' Compensation, General Liability and Auto Liability Insurance, at its own expense, for all work related to the performance of this Purchase Order.

16. Independent Contractor (Goods, Services)

The Vendor is deemed to be an Independent Contractor under this Purchase Order.

17. Warranty (Goods)

The Vendor warrants that goods supplied under this Purchase Order are free of defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications and free from liens or encumbrance on title.

18. Warranty (Services)

The Vendor warrants that all services performed are in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Purchase Order. In the event of a breach of this warranty, the Vendor shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

19. Inspection (Goods, Services)

An authorized representative of the City will inspect the goods and services at the time of delivery. If deficiencies are detected, the goods and/or services will be rejected and the Vendor will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made; the goods and/or services are re-inspected and accepted.

20. Force Majeure (Goods, Services)

The Vendor is excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the Government.

21. Executive Order 11246 (Goods, Services)

All Vendors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11275, and as supplemented, from time to time, by the Code of Federal Regulations, 41 CFR Part 60.

22. Bankruptcy/Insolvency (Goods, Services)

In the event of Vendor's insolvency or bankruptcy filing, City reserves the right to cancel this Purchase Order by providing Vendor with prior written notice, without subjecting the City to penalty or liability.

23. Assignment/Modification (Goods, Services)

This Purchase Order is not assignable without the prior written consent of the City. This Purchase Order sets forth the entire understanding of the parties and only may be modified through a bilaterally executed writing.

24. Severability (Goods, Services)

In the event any provision of this Purchase Order is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

25. Exclusive Property (Goods, Services)

All printing forms, art work or designs ordered and paid for by the City shall become exclusive property of the City and shall be immediately returned to the City upon demand.

26. Construction Site (Services)

The Vendor shall, at all times, maintain the premises of any construction site free from accumulations of waste materials or rubbish arising from performance of this Purchase Order and caused by its employees, agents or subcontractors. Upon the complete performance of the work arising from this Purchase Order, Vendor shall remove from the construction site premises all rubbish, implements, equipment and surplus materials and shall leave such premises broom clean.