

## Purchase Order Terms and Conditions

Revised 11.22.13

In the following terms and conditions of this Purchase Order ("PO"), THE COLUMBUS METROPOLITAN HOUSING AUTHORITY will herein be referred to as "Buyer".

1. A current IRS form W-9 is required to be submitted within 5 business days of award. Failure to comply will result in payment delay.
2. Forward all invoices to [Accountspayable@cmhanet.com](mailto:Accountspayable@cmhanet.com) or mail them to 880 E. 11<sup>th</sup> Avenue, Columbus, Ohio 43211.
3. All invoices not received within 120 days of delivery of either material or services will void the Purchase Order.
4. All transportation charges must be prepaid.
5. Deliveries will be accepted at designated delivery points on our normal business days, Monday through Friday from 8:00am to 4:00pm.
6. ACCEPTANCE OF PURCHASE ORDER-If the price is stated in this order, a binding contract on the terms stated herein arises on delivery, commencement of service or by acknowledgement a definite shipping date which is within a reasonable time from the date hereof is stated in the acknowledgement, otherwise upon confirmation by Buyer of the terms of Seller's acknowledgement.
7. PACKING AND SHIPPING-All items must be suitably packed and prepared for shipment to secure lowest transportation rates and comply with carrier regulations. No charges will be paid by Buyer for packing, crating or cartage unless agreed upon and stated in the order. All shipments to be forwarded in a one day route must be consolidated. Each container must be consecutively marked to show order number, and the container and order numbers must be indicated on bill of lading. Packing sheets, showing order number must be included in each package of LCL shipments and with each carload shipment. Seller agrees to declare to the carrier as the value of any shipment made under this order the full invoice value to each shipment.
8. DELIVERY-Deliveries shall be strictly in accordance with the schedule set out or referred to in the order and in exact quantities ordered.
9. INVOICE AND PAYMENT-Unless otherwise provided in this order, no invoices shall be issued nor payments be made prior to delivery. This includes retainers, partial payments or advances. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. All payments are subject to adjustment for shortage or rejection. Buyer is sales tax exempt and any charges for sales tax on an invoice will not be paid.
10. SPECIFICATIONS AND WARRANTIES- Seller agrees and expressly warrants that all articles, material and work covered by this order will conform to Buyer's specifications and to any drawings, samples or other description given to Seller, or, if not ordered to specifications will be fit and sufficient for the purpose intended and that all articles will be merchantable of good material and workmanship and free from defect. Seller's warranties shall run to Buyer. Without limitation of any rights which Buyer may have at law by reason of any breach of warranty, good(s) which are not as warranted may be returned at Seller's expense or held for Seller's instruction, at Seller's risk and credit therefore shall be given or the goods replaced as Buyer may direct.
11. INSPECTION-All articles delivered hereunder shall be received subject to Buyer's inspection and approval and payment therefore shall not constitute acceptance thereof. After inspection and acceptance, Seller's liability under this and the preceding paragraph shall be limited to liability for latent defects, fraud or such gross mistakes of the Seller as amount to fraud.
12. CHANGES-Buyer may at any time by written notice, make changes within the general scope of this order to drawings and specifications, shipping instructions, quantities, and delivery schedules. Should any such change increase or decrease the cost of, or the time required for performance of the order, an equitable adjustment in the price and/or deliver schedule will be negotiable. Any claims for adjustment by Seller must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon.
13. PATENT INDEMNITY-Seller agrees to indemnify and hold harmless Buyer, their officers, commissioners, agents, employees, successors, and assigns against loss, damage or liability, including costs and expenses on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, deliver, use of disposition of any article or material supplied hereunder, provided Buyer shall inform Seller of any claim, demand or suit asserted or instituted against them and to the extent of their ability so to do, permit Seller to defend the same or make settlement in respect thereof.

14. ASSIGNMENT- Seller may not assign or sub-contract this order nor any monies due or to become due hereunder without the prior written consent of Buyer any assignment or sub-contracting made without such consent shall be void as to the Buyer.
15. TITLE AND RISK OF LOSS- Unless otherwise provided in this order, Seller shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this order at the FOB destination. Upon such delivery, title shall pass from Seller and Seller's responsibility for loss or damage shall cease except for loss or damage resulting from Seller's negligence or failure to comply with this order. Passing of title upon such delivery shall not constitute acceptance of the items by Buyer.
16. SAFETY DEVICES-It is the responsibility of the Seller to furnish appropriate guards for machinery parts in compliance with OSHA standards as well as any other safety devices required by law.
17. DAMAGES- In the event of a breach of this agreement by the Seller, the Buyer's damages will include, but not be limited to, the cost required to cover this order by obtaining similar goods or services. Seller shall also be liable for any and all consequential damages incurred by the Buyer as a result of Seller's breach.
18. CANCELLATION- Buyer may cancel this order, without liability for damages or otherwise, in the event that Seller becomes:
  - a. insolvent,
  - b. makes an assignment for the benefit of creditors,
  - c. or a petition is filed to declare Seller bankrupt,
  - d. or in accordance with the "delivery provision", if delivery is not made within the time specified or within a reasonable time if no time is specified,
  - e. or if the quantity or quality of the articles delivered hereunder is not as specified herein.
19. TERMINATION FOR CONVENIENCE: In the sole discretion of CMHA, CMHA may terminate any and all contracts in whole or part when it is determined to be in the best interest of CMHA.
20. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS- Seller warrants that in the performance of this order it has complied with or will comply with all applicable Federal, State and local laws and ordinances and all lawful order, rules and regulations hereunder.
21. GOVERNING LAW- This agreement shall be governed by and construed in accordance with the laws of the State of Ohio and Buyer has all the rights and remedies of a Buyer under the Uniform Commercial Code as enacted in the State of Ohio.
22. USE OF DESIGNS, DATE, ETC.- Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Buyer and use such terms only in the production of items under this order or other orders from Buyer and not otherwise, unless Buyer's written consent is first obtained. Upon completion or termination of this order, Seller shall return all such items to Buyer or make other disposition thereof as may be directed or approved by Buyer.
23. NOTICE OF LABOR DISPUTE OR ANY CAUSE OF DELAY- Whenever Seller has knowledge that any actual or potential labor dispute or any other condition which delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer.
24. COMPLETE AGREEMENT- The foregoing constitutes the complete agreement between the Seller and the Buyer, pursuant to the terms and conditions of this agreement, not super ceding the requirements stated in any QSP/IFB/RFP/RFQ, and any additional or different terms are not binding upon Buyer unless agreed to by Buyer in writing. The failure of Buyer to insist upon strict performance of any of the terms and conditions of sale shall not operate as a waiver of its rights to enforce compliance with any other term or condition of sale.