

Purchase Order
TERMS AND CONDITIONS

1. **ACCEPTANCE:** Acceptance of this order must be without qualifications. BTU hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by BTU. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.
2. **CONTRACTUAL RELATIONSHIP:** Vendor shall perform the work described independently and not as an employee of BTU. BTU has no right to supervise, direct, or control the Vendor or the Vendor's officers or employees in the means, methods, or details of the work to be performed by Vendor. BTU and Vendor agree that the work performed is not inherently dangerous, that Vendor will perform the work in a workmanlike manner, and that Vendor will take proper care and precautions to ensure the safety of Vendor's officers and employees.
3. **INSURANCE:** All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.
4. **PACKING SLIPS** or other suitable shipping documents shall accompany each shipment and shall show:
 - a. Vendor company name and address;
 - b. BTU Purchase Order number;
 - c. Descriptive information as to the items delivered, including quantity and part numbers.
5. **INVOICES** submitted for payment shall be addressed to Bryan Texas Utilities, Fiscal Services, P.O. 1000, Bryan, Texas 77805, and shall reference this approved Purchase Order number, include a unique invoice number, and have charges itemized as necessary. Payment will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.
6. **TAXES:** This Purchase Order, when properly executed by BTU, serves as a tax exemption certificate in that BTU, as a municipally owned utility, claims an exemption from payment of taxes (under Texas Tax Code Section 151.309). These taxes must not be included on invoice.
7. **PAYMENT:** All terms of payments to be made by BTU to Vendor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code.
8. **CHANGES/QUANTITIES:** No changes may be made to this order without written authorization from a BTU purchasing representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.
9. **QUALITY CONTROL:** Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the Vendor's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.
10. **WARRANTY:** Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
11. **PATENTS:** Upon acceptance of this order, Vendor agrees to protect BTU from any claim involving patent right infringements, copyrights, or sale franchises.
12. **SHIPPING:** All prices must be F.O.B. destination. No boxing or packing charges will be allowed by BTU unless specifically authorized on the face of this Purchase Order.
13. **RISK OF LOSS:** Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with the Vendor until the goods are delivered to the destination set out in the order and accepted by BTU.
14. **DELIVERIES:** Delivery shall not be made to any place other than the destination indicated on this Purchase Order.
15. **CANCELLATIONS/DELAYS:** BTU reserves the right to cancel purchase orders for failure on the part of the Vendor to deliver as promised, or within a reasonable time if no delivery commitment is made, unless acceptable notification of delay is given to BTU by the Vendor. BTU may delay scheduled delivery by written notice to the Vendor if BTU deems it is in its best interest. If such delay causes an increase in the cost of work, BTU and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor.
16. **LIABILITY:** Any person, firm or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City of Bryan and BTU, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.
17. **CONFLICT OF INTEREST (CH. 176 OF TEXAS LOCAL GOVERNMENT CODE):** By doing business or seeking to do business with BTU, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.
18. **APPLICABLE LAW:** This Purchase Order shall be interpreted and enforced according to the provisions of Texas Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.
19. **VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Brazos County, Texas.