

HCHD TERMS/CONDITIONS

1. **General:** HCHD shall not be held responsible for any material delivered without a Purchase Order Number and/or purchase release number.
2. **Shipping:** All shipments shall be FOB destination, unless otherwise negotiated and so noted on the face of this Purchase Order. The Seller is authorized to select the method and routing or transportation most advantageous to the Buyer. Irrespective of the FOB point named, the Seller will bear the risk of loss until the goods are finally accepted by the District.
3. **Packing and Cartage:** The Seller shall not charge the Buyer for packing or cartage unless specified or unless standard in the industry. The articles shall be shipped by the Seller in accordance with the Buyer's instructions and good commercial practice so as to insure that no damage shall result from weather or transportation.
4. **Quality and Inspection:** Buyer reserves the right to inspect all merchandise after delivery and thereupon, without invalidating its right to retain conforming merchandise. Buyer further reserves the right to reject and to return to the Seller, at the Seller's expense, all merchandise which fails to comply with specifications.
5. **Prices:** If prices are specified, such prices shall govern all merchandise shipped pursuant to Purchase Order. If prices are not specified, Seller warrants that the prices charged are no higher than prices charged on orders placed by others for similar quantities on similar conditions subsequent to the last general price change. In the event the Seller breaches this warranty, the price of the article shall be reduced accordingly, retroactive to the date of such breach.
6. **Assignments:** This Purchase Order shall not be assignable by the Seller except with the express written consent of HCHD.
7. **Quantities:** Seller shall furnish precise quantities of merchandise specified by the Buyer, except that the Seller may make minor variations to comply with standard packing procedures and standard trace practices.
8. **Delivery Date:** Buyer reserves the right to cancel any portion of this order not delivered in accordance with the time specified.
9. **Infringements:** Seller shall protect and indemnify the Buyer from and against any and all claims, damages, judgment, expenses, and loss arising from infringement from any United States letters patent, and Seller shall defend, at its own expense, all suits or proceedings instituted against the Buyer and shall pay any awards addressed against the Buyer in such proceeding insofar as the same are based upon any claim that material, as such, purchased hereunder constitutes an infringement of any United States letters patent.
10. **Compliance with Health and Safety Regulations:** Seller agrees that equipment and/or other items supplied hereunder, when used in accordance with customary or recommended procedures and conditions, shall comply with the Occupational Safety and Health Act of 1970 and all other Federal, State and local laws, and Seller shall indemnify and save Buyer harmless from any liability, expense, or loss resulting from the equipment's or other failure to do so.
11. **Safe Medical Devices Act:** All safety data sheets, hazards, or recall data affecting merchandise on the Purchase Order should be directed to: THE PRODUCT SAFETY COORDINATOR, Harris County Hospital District, P.O. Box 66769, Houston, Texas 77266.
12. **Invoice:** Promptly after delivery, Seller shall mail original invoice to our Accounts Payable Department.
13. **Warranty:** In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings and approved samples, if any; to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to Buyer, its successors, assigns and customers. All warranties shall survive inspection, test and acceptance of payment by Buyer. In the event of breach of warranty, Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming goods.
14. **Fair Labor Standards Act:** Seller hereby agrees to incorporate in each invoice covering shipment of goods pursuant to this agreement a certification that all goods covered by the invoice were produced in compliance with the applicable requirements of Section 6,7 and 12 of the Fair Labor Standards Act, as amended, and of all proper regulation and orders of the United States Department of Labor issued under Section 14 thereof.
15. **Equal Employment Opportunity:** Seller hereby agrees to incorporate in each invoice covering shipment of goods pursuant to this agreement a certification that all goods covered by the invoice were produced in compliance with the applicable provisions of Section 202 of Executive Order 11246, as amended, and of all proper regulations and orders of the United States Department of Labor issued under Executive Order 11246.
16. **Discounts:** The discount time will be computed from whichever of the following dates is the later: (1) the date of delivery at destination, or (b) the date correct invoices or vouchers are received in the Accounts Payable office or other office specified by the Buyer. For the purposes of earning a discount, payment is deemed to be made on the date of the Buyer's check. Invoices lacking terms will be discounted on a 2% - 10 days basis or paid net 30 days.
17. **Waiver:** Failure on District's part to enforce the terms of this agreement does not foreclose or waive future enforcement.
18. **Other Laws:** Seller agrees to comply with all applicable Federal, State and local laws, rules and regulations.
19. **Acceptance:** Seller's action in (a) accepting this order and either (b) delivering materials or (c) performing services called for hereunder shall constitute an acceptance of the above terms and conditions.
20. **Social Security Provision:** by acceptance of this Purchase Order/agreement/contract, the vendor agrees to comply, if deemed applicable, with the provisions of the Social Security Act, 1861 (v) (1) (i).
21. **Buyer waives enforcement of penalties for vendor's non-performance due to Force Majeure,** where the term "Force Majeure" shall mean a strike, lockout, embargo, unpreventable fire, unavoidable casualty, national emergency or act of God or by any other unforeseeable cause beyond the control of the vendor.