

## STANDARD TERMS AND CONDITIONS

Acceptance of this order implies acceptance of the following terms and conditions, **unless superseded in an attached agreement:**

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:
  - a) Seller's name and address;
  - b) Consignee's name, address and purchase order number;
  - c) Container number and total number of containers, e.g. box 1 of 4 boxes; and
  - d) The number of the container bearing the packing slip (must accompany all goods delivered).The packing slip (or shipping ticket) must state clearly purchase order number, packing slip number, number of items, stock number, destination of delivery, and delivery date. Seller shall bear cost of packaging unless otherwise provided.
2. **DELIVERY:**
  - a) The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery;
  - b) Delivery terms are **F.O.B. Inside Delivery**, unless delivery terms are specified otherwise in bid;
  - c) The place of delivery shall be that set forth on the purchase order;
  - d) Seller must provide goods or services within the **term dates** indicated on the purchase order. The terms of this agreement are "no arrival, no sale."
3. **INVOICES AND PAYMENTS:**
  - a) Seller shall submit an original invoice. Invoices subject to cash discount will be calculated from the date final invoice is received by the County Auditor's Accounts Payable Department. Invoices must indicate purchase order number to ensure proper payment.

**MAIL ALL ORIGINAL INVOICES TO:**  
**HARRIS COUNTY AUDITOR'S OFFICE**  
**1001 PRESTON, SUITE 800**  
**HOUSTON, TEXAS 77002**  
**ATTENTION: ACCOUNTS PAYABLE DEPARTMENT**
  - b) Payments: The sum of the payments due Seller is limited to the amount of money stated on the face of this purchase order. Any products provided or services rendered in excess of this amount will be at Seller's expense and not payable by Buyer. No alterations, substitutions or extra charges of any kind will be permitted. Merchandise may not be billed at a price higher than is stated on this order.
  - c) Do not include federal excise, state or city sales tax. Pursuant to Texas Tax Code Ann. Sec. 151.309, as amended, Buyer is exempted from sales and use taxes.
4. **GRATUITIES:** Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered to given by the Seller, or any agent, or representative of the Seller, to any officer or employee of Harris County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

5. **WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid document and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
6. **APPLICABLE LAW:** Seller warrants that the products sold and/or services rendered meet the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and conforms to the requirements of the Americans with Disabilities Act (ADA) and other applicable federal, state, and local law.
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
9. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of termination" specifying the extent to which performance of work under this order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 8, herein.
10. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other part within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuation of the inability then claimed.
11. **ASSIGNMENT:** Seller may not assign, sell or otherwise transfer this contract without written permission of the Harris County Commissioners Court. Any assignment of this contract is made subject to all the rights of the Buyer.
12. **CONTROLLING DOCUMENTS:** In the event of any conflict between either the terms and provisions of this purchase order or the Buyer's bid specifications, terms and conditions, and the terms or any provision(s) of any documents tendered by Seller, this purchase order, and the Buyer's bid specifications (if any) shall control.
13. **GOVERNING LAW:** This agreement shall be governed by the Constitution and laws of the State of Texas, as amended. Venue for any litigation arising from this contract shall lie in Harris County, Texas.

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Telephone inquiries relating to invoices, call the County Auditor's Accounts Payable Department: 713-755-6573.

Telephone inquiries relating to other forms and correspondence, call the County Purchasing Department: 713-755-5036.

**Except for invoices**, mail all other forms and correspondence to the: Harris County Purchasing Department  
1001 Preston, Suite 670  
Houston, TX 77002