

PURCHASE ORDER TERMS AND CONDITIONS Rev 12-8-11

All purchases are subject to the following terms and conditions. Any acknowledgement which contains in addition to or inconsistent with the following shall not be binding upon Purchaser unless acceptance thereof is made in writing by Purchaser.

NOTE: The Equipment or Material ordered must comply with all current OSHA Standards.

1. ASSIGNMENT OR SUBCONTRACT:

a) The Contractor shall not subsequently assign this Contract without written consent of the Century City Redevelopment Corporation (CCRC) having first been obtained. The Contractor assumes full liability for all acts and omissions of any subcontractor or of anyone employed directly by either said contractor or subcontractor, and this liability shall be in addition to any other legal liability of the contractor. Neither the approval nor the endorsement of the CCRC nor anything contained in the Contract documents shall be construed as creating any contractual relationship between any subcontractor and this CCRC. Subcontractors must provide a certificate of insurance to the CCRC with the same provisions as prime contractor.

b) CCRC, a wholly owned subsidiary of the City, and the Redevelopment Authority of the City of Milwaukee (RACM), and the City of Milwaukee, have cooperation agreements for the receipt and furnishing of equipment, services, and materials. This contract may be assigned between CCRC, RACM and the City without Contractor's consent.

2. CANCELLATION: Purchaser reserves the right to cancel this order in whole or in part if delivery is not in accordance with all the terms of this order.
3. CHANGES: Purchaser shall indemnify Vendor against any loss caused by Purchaser's cancellation or changes in quantity, specifications, or time of performance, unless caused by Vendor's own acts.
4. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state and local laws and any rules, regulations and orders issued under such law, including but not limited to labor standards acts, anti-kickback acts, wages and hours provisions, worker's compensation requirements. Rehabilitation Act of 1973 and Title VII of the Civil Rights Act of 1964.
5. CONFLICT OF INTEREST: Vendor represents and covenants that no federal, City of Milwaukee employee, Redevelopment Authority employee, CCRC employee, or purchaser official has any personal or financial interest, direct or indirect in this purchase order that would conflict with that official's judgment in the procurement process.
6. DELIVERY AND INSURANCE: All materials must be delivered to delivery point, as specified, all transportation charges prepaid. Any insurance on orders shall be at Vendor's expense.

7. **DELAYS IN DELIVERY:** Delays in delivery caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the CCRC to be clearly and unequivocally beyond the contractors control will be recognized by the CCRC. The Contractor may be relieved of the responsibility of meeting the delivery time as stipulated in contract upon contractors' filing with the CCRC just and true statements requesting an extension of delivery, signed by the contractor and giving in detail all the essential circumstances which, upon verification by the CCRC. The request for extension must be filed with the Procurement Supervisor or designee no later than seven (7) calendar days prior to the actual delivery date. Failure to file this request for delivery extension shall render the contractor liable for the difference between the "Open Market" and the contract price and other costs, as applicable, under the uniform commercial code.
8. **INDEMNITY:** Vendor shall indemnify and save harmless the Purchaser from and against any claims, injuries, damages, or losses, including attorney's fees and litigation expenses, arising out of the performance of Vendor.
9. **INSPECTION AND REJECTION:** Material must be properly marked. Packages must be marked plainly with shipper's name and the CCRC order number. Damaged material will not be accepted. Articles furnished under this order shall be subject to inspection and acceptance at Purchaser's destination anytime within 10 days after delivery. Defective articles will be rejected and charged back to Vendor at the prices herein. Rejected articles shall be returned to Vendor at its expense. Vendor shall pay all shipping charges on return and replacement of rejected articles.
10. **INSURANCE:** Work can NOT proceed unless an up-to-date "Certificate of Insurance" is on file in the CCRC office. You may obtain Insurance Requirements from the CCRC, Purchasing section.
11. **LATE SHIPMENTS:** Vendor is responsible for notifying the Procurement Supervisor or designee of any late or delayed shipments. The CCRC reserves the right to cancel all or any part of an order if the shipment is not made as promised.
12. **LIQUIDATED DAMAGES:** The Contractor or supplier is responsible for completing the project or supplying the material within the time frame established in the contract unless written requests for time extensions are authorized in writing by the Procurement Office or designee. If the work is not completed by the contract delivery date or performance date, the contractor or supplier shall be liable for liquidated damages resulting from such unexcused delays. Damages will be assessed according to a formula that is reasonable in light of the harm caused by default or act or omission.
13. **LOSS AND DAMAGED SHIPMENTS:** Risk or loss or damage to items prior to the time of their receipt and acceptance by the CCRC is upon the supplier. The CCRC has no obligation to accept damaged shipments and reserves the right to return at the supplier's expense damaged merchandise even though the damages were not apparent or discovered until after receipt of the items.

14. **PACKAGING:** Materials shall be clearly labeled and packaged according to industry standards. Improper packaging which may cause material loss, damage, or delay shall be the liability of the contractor/supplier.
15. **PATENTS:** Vendor hereby guarantees that the sale or use of the products described herein will not infringe any patent, copyright or trademark.
16. **WITHHOLDINGS:** CCRC reserves the right to withhold 10% of this purchase order price pending completion, inspection and acceptance by CCRC or authorized representative.
17. **PAYMENT FOR CONTRACT PERFORMANCE:** Upon the complete performance of this contract by the contractor, and after the acceptance of said performance by the CCRC, the CCRC shall pay to the contractor any balance then remaining due and payable under the terms of this contract for said work, material, services, items, supplies or equipment.
18. **PRICE:** No order shall be executed at higher prices than previously quoted or charged without first advising Purchaser who reserves the right to refuse to accept or pay for any amount over that shown on order. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except to discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to in writing by the Procurement Supervisor or designee.
19. **NON-DISCRIMINATION:** Provisions of Executive Order 11246, prohibiting discrimination because of race, color, sex, religion or national origin, are incorporated herein by reference.
20. **WARRANTY:** By acceptance of this order Vendor expressly warrants that the articles delivered under this order shall be free from defects in workmanship, materials or fabrication; shall, where design is Vendor's responsibility, be free from defects in design; shall comply with the requirements of this order and any drawings, design or specifications referred to herein; and shall be fit and sufficient for the purpose, if any disclosed in this order or otherwise made known to the seller.