

CITY OF WENTZVILLE, MISSOURI
PURCHASE ORDER TERMS AND CONDITIONS

These Terms and Conditions shall apply to the attached Purchase Order, unless otherwise specifically stated on the Purchase Order:

Tax Exemption: The City of Wentzville ("City") is exempt from sales tax.

Acceptance of Purchase Order: The Purchase Order is the City's offer to purchase the goods and/or services described from the Supplier. The City's placement of the Purchase Order is expressly conditioned upon Supplier's acceptance of all these Terms and Conditions.

Amendments/Changes: No agreement or understanding to modify the Purchase Order or these Terms and Conditions shall be binding upon the City unless in writing and signed by the City's authorized representative. Any and all specifications, drawings, and data submitted to the Supplier are hereby incorporated and made a part hereof.

Uniform Commercial Code: The Purchase Order and these Terms and Conditions are subject to the Uniform Commercial Code, as adopted in the State of Missouri.

Delivery: All prices must be FOB Destination. Time is of the essence. If completed deliveries are not made at the time agreed, the City reserves the right to cancel or purchase elsewhere and hold Supplier accountable. If delivery dates cannot be met, Supplier agrees to advise the City, in writing, the earliest possible shipping date for acceptance by the City. Regardless of FOB point, Supplier agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by City. No such loss, injury or destruction shall release Supplier from any obligations hereunder. Title shall remain with Supplier until delivery, actual receipt, and acceptance by the City.

Inspection: Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the City. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery, in the event circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Non-Waiver of Rights: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

MSDS: Proper Material Safety Data Sheets (MSDS) must be provided by the Supplier to the City at the time of delivery, when applicable to the goods ordered.

Compliance with Laws: The Supplier certifies that Supplier will comply with all applicable federal, state and local laws, rules and regulations.

Governing/Choice of Law: The Purchase Order and these Terms and Conditions shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, and shall be deemed to be executed and performed in the County of St. Charles, Missouri.

Payment Terms: The Supplier shall submit all invoices complete with necessary support documentation to City and City shall make payment within 30 days of receipt of an invoice after satisfactory performance of the delivery and receipt of the products. Payment Terms are net 30 days. Remit Address is City of Wentzville, Accounts Payable, 1001 Schroeder Creek Blvd., Wentzville, MO 63385 or Accounts.Payable@wentzvillemo.gov. All invoices shall include the Purchase Order Number, Supplier's name, phone number and clearly list quantities, item descriptions and units of measure.

Warranty: The Supplier warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of the Purchase Order and these Terms and Conditions, including any drawings, specifications or standards incorporated herein, and will be free from defects in materials, in workmanship, and in design. In addition, Supplier warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Severability: The invalidity or unenforceability of any portion or provision of the Purchase Order or these Terms and Conditions shall not affect the validity or enforceability of any other portion or provision, which shall remain in full force and effect.

Termination: The City reserves the right to terminate the Purchase Order and these Terms and Conditions at any time for convenience.

Force Majeure: The City or Supplier may, without liability, delay performance or cancel the Purchase Order and these Terms and Conditions, on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, or casualty.

Assignment: Neither party may assign its rights under the Purchaser Order and these Terms and Conditions without the written consent of the other party.

Anti-Discrimination Against Israel Act: Provided this contract is in an amount of \$100,000 or more OR Contractor has 10 or more employees, pursuant to Section 34.600 RSMo, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from (i) the State of Israel, (ii) companies doing business in or with Israel, or authorized by, licensed by, or organized under the laws of the State of Israel, or (iii) persons or entities doing business in the State of Israel.