**City of Salisbury**

**Address all acknowledgements and all communications relating to this order to the Department of Procurement,**

**City of Salisbury, 125 N. Division Street, Room 200, Salisbury, MD 21801 | Phone 410-548-3190 | Fax 410-548-3192**

**Conditions Governing This Purchase Order:**

1. Each Purchase Order placed by the City of Salisbury for goods and/or services is subject to these standard purchase terms. Supplier shall be deemed to have agreed to be bound by such terms by accepting the Purchase Order, delivering the goods, and/or performing the services.
2. The City of Salisbury is not responsible for materials, supplies or equipment delivered without authority of its written order.
3. Do not over ship or substitute. Ship exactly as ordered. Do not fill this order at a price higher than shown without first contacting the Department of Procurement, 410-548-3190. If unable to fill this order exactly in accordance with description unit and price thereon, communicate at once with the Department of Procurement for instructions. The City reserves the right to reject and return at shipper’s expense any and all materials or supplies delivered which do not conform to our description or specifications. Neither the City of Salisbury’s inspection, nor its failure to inspect goods delivered hereunder, shall release Vendor from Vendor’s obligation regarding quality.
4. All material shipped by freight, express or parcel post, must have all charges fully prepaid to point of delivery, unless otherwise arranged for in advance, and expressly stated on this order.
5. Include itemized packing slips with all shipments or deliveries. Show name of DEPARTMENT for whom delivery is intended and Purchase Order number on all packing slips and invoices.
6. All materials, supplies and equipment received are subject to inspection and acceptance by the City of Salisbury.
7. If there is any part of this order you cannot fill properly or within the time specified, notify the City of Salisbury Department of Procurement at once. In case of unreasonable delay in delivery or delivery of goods inferior to those specified, or in case of any other default of the Vendor, the Department of Procurement shall have the right as its option to cancel this order in whole or in part, and procure the goods or services from other sources.
8. The Vendor, by accepting this order, agrees to assume the defense of and hold the City of Salisbury, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention, or any other cause, and Vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities, and deliveries.
9. The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the Department of Procurement, and before final acceptance by the Department, all matters of dispute must be adjusted to the mutual satisfaction of the Department of Procurement and the Vendor. Determinations and decisions, in case any questions shall arise, shall constitute a condition precedent to the right of the Vendor to receive any money thereof, until the matter in question is settled.
10. All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.
11. Payment. If no other terms are specified on this Purchase Order, each invoice will be payable within 30 days after the later of delivery and acceptance of goods or other performance conforming with the terms of this purchase order, and invoicing. Vendor assigns to the City all rights to refunds of sales and use taxes paid in connection with this purchase order and agree to cooperate with the City in the processing of any refund claims. Unless expressly provided in the purchase order, the City will not be liable for any shipping, handling, fuel surcharges or similar fees.
12. EXCISE AND SALES TAXES: The prices herein should not include any Federal excise taxes or sales taxes imposed by State or Municipal Government. Such taxes, if included, must be deducted by the Vendor when submitting claim for payment.