

Tualatin Valley Water District



Purchase Order Terms and Conditions

Seller and Buyer agree as follows:

1. Packaging

Seller will package goods in accordance with good commercial practice. Each shipping container will be marked as follows:

- Seller's name and address
- Buyer's company name, address, and purchase order number along with any additional information requested at time of purchase.
- Container number, total number of containers (i.e. 1 box of 4 boxes).

2. Shipment Under Reservation Prohibited

Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods. No partial shipment is allowed unless authorized by the Buyer.

3. Title and Risk of Loss

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 of delivery.

4. Delivery Terms and Transportation Charges

Delivery must be FOB destination, unless delivery terms are specified otherwise in the bid. The District will not reimburse any portion of delivery/transportation costs other than the ones specified in the purchase order. Buyer designates what method of transportation shall be used to ship the goods. If delivery is not made on or before the "Date Required" by the Purchase Order, such order is deemed cancelled automatically at the option of the Buyer. The Seller shall be held responsible for the losses resulting from this cancellation.

5. No Replacement of Defective Tender

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and quantity. If a tender is made which does not fully conform, this shall constitute a breach of contract, and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify the Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterwards.

6. Delivery Cost

Seller shall bear cost of delivery to Buyer's facility unless otherwise provided at time of purchase.

7. Delivery Address

Seller shall deliver purchase order to:

Tualatin Valley Water District
1850 SW 170th Ave.
Beaverton, Oregon 97075

8. Invoicing and Payment

Payment shall be made on a Net 30 basis unless otherwise agreed to at the time of purchase. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number and shall be itemized by item purchased and freight charges. A copy of the bill of lading and the freight waybill should be attached where applicable. Invoices shall be mailed to the following address:

Accounts Payable
Tualatin Valley Water District
P. O. Box 745
Beaverton, Oregon 97075

Do not include Federal Excise, State or City Sales Tax, as Buyer is exempt from these taxes.

9. Gratuities

The Buyer, by written notice to the Seller, may cancel this purchase order, without liability to Buyer, if it is determined by Buyer that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Seller or any agent or representative of the Seller to Buyer or any officer, employee or agent of Buyer with a view toward securing a purchase order or securing favorable treatment with respect to awarding or amending a purchase order.

10. Warranty on Price

The price to be paid by the Buyer shall be that same price listed in Seller's bid and which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the price of the items shall be reduced to the Seller's current prices on order by others, or as an alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

11. Warranty on Product

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to specifications, drawings, and descriptions listed in the bid invitation. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. Right of Inspection

Buyer shall have the right to inspect the goods at delivery before accepting them.

13. Liability Agreement

Neither party shall be held responsible for losses resulting if the fulfillment of any term or provision of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

14. Assignment – Delegation

No right of interest in this contract shall be assigned nor delegation of any obligation made by the Seller without the written permission of Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

15. Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

16. Modifications

This contract can be modified or rescinded only in writing signed by both parties or their duly authorized agents.

17. Interpretation – Parole Evidence

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete exclusive statement of the terms and conditions of their agreement. No course of prior dealings between the parties, and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Uniform Commercial Code will control.

18. Applicable Law

This contract shall be governed by the Uniform Commercial Code whenever the term "Uniform Commercial Code" is adopted in the State of Oregon as effective and in force on the date of this Contract.

19. Advertising

Seller shall not advertise or publish without Buyer's prior consent, the fact that Buyer has entered into this contract except to the extent necessary to comply with the proper requests for information from an authorized representative of the Federal, State, or local government.

20. Error

In case of error in calculating or typing, the quoted unit price will be used as the basis for any price corrections for this order.