

## PURCHASE ORDER TERMS AND CONDITIONS

This order if accepted is subject to the following terms and conditions:

1. This Purchase Order is a formal contract and shall be governed by the laws of the State of New Jersey, including the general provisions of the Uniform Commercial Code, 12A: 1-101 et seq.
2. Pursuant to N.J.S.A. 12A: 2-207, the Township hereby provides notification of its objection to any additional conditions that are attached or included on the vendor's proposal, that conflict in any way from what is outlined herein.
3. The vendor shall indemnify and hold harmless the Township, its officers, agents, and employees from and against any and all losses, claims, penalties, damages, settlements, costs or other expenses or liabilities resulting from the performance of the work or the provision of the goods, including any such claims for damage, loss, or expense, resulting in bodily injury, sickness or death, or to injury or destruction of the tangible property, including the loss of the use resulting therefrom and which is caused in whole or in part by any negligent or willful act or omission by the vendor.
4. The Township of Cedar Grove is not responsible for materials, supplies, equipment delivered, or services rendered without authority of its **written** order.
5. The Township of Cedar Grove reserves the right:
  - a. To reject and return, at the vendor's expense, material in excess of quantity ordered or defective material;
  - b. To reject delivery and/or cancel this order or any or all installment deliveries under it upon failure to ship the order or any installment of it within the time or times specified, or to ship the quantity or quality ordered;
  - c. In the event of (a) and/or (b) above, to procure the goods or services from other sources and hold the vendor responsible for any excess cost, expense, and/or damages occasioned thereby;
  - d. To suspend or cancel deliveries during the existence of strikes, labor disturbances, secondary boycotts, fires, floods or other situations arising from causes not within the Township's control
6. All transportation charges shall be fully prepaid by the vendor and shall be shipped F.O.B. destination and placement, at the location specified by the Township.
7. All goods and articles furnished hereunder are warranted to be merchantable and free from all material defects and of good workmanship and fit for the purposes intended. It is further guaranteed that all goods and articles conform to the specifications included or referred to herein. This warranty shall survive any inspection, delivery, acceptance or payment by the Township of Cedar Grove for material or service.
8. No official, employee or agent of the Township is permitted to accept gifts from vendors or others conducting business with the Township of Cedar Grove.

9. In accordance with N.J.S.A. 54: 32B-9, the Township of Cedar Grove is exempt from paying Sales and Use Tax. Tax ID #22-6001709.
10. The Township shall not pay penalties and/or interest on good and service contracts, unless otherwise required under the Prompt Payment Law, in accordance with N.J.A.C. 52:32-35, et seq.
11. If the vendor does not have a current W-9 Form on file with the Township, one must be provided to the Finance Department.
12. In accordance with N.J.S.A. 40A: 11-23.2 and N.J.S.A. 52:32-44, all vendors doing business with the Township must submit a valid NJ Business Registration Certificate.
13. The vendor accepting this purchase order certifies compliance with Federal and State regulations regarding Equal Employment Opportunity and Affirmative Action.