

TERMS & CONDITIONS

- PROMPT PAYMENT** Seller's prompt payment discount is to be calculated from the date of shipment, completion of service, or date of correct invoice, whichever is last.
- WARRANTY** Seller expressly warrants that all items or services covered by this Purchase Order will conform to drawings, specifications or samples (if any) or other description furnished by the Housing Authority, or its agents.
- All items of services will be fit and sufficient for the purpose intended, as an implied warranty of merchantability. Signature for receipt or payment for items received does not relinquish the Housing Authority's right to claim latent defects or omissions within a reasonable period of time.
- CANCELLATION** The Housing Authority reserves the right to cancel this order for its convenience or default. The Housing Authority shall not be entitled to the foregoing rights if Seller's default arises from force majeure.
- OSHA** Seller certifies that all items furnished hereunder conform to and comply with the current Federal Occupational Safety and Health Act. (OSHA)
- HAZARDOUS** Seller furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Seller must furnish the necessary MSDS for each chemical, substance, or product listed on this order. The Purchase Order number must appear on all MSDA material pertaining thereto.
- CONFLICT** The contractor certifies by acceptance of this order that no related official, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Purchase Order or the proceeds thereof. The term "related official" means any: 1) member, officer, or employee of the Housing authority, 2) member of the governing body of the locality in which the Housing Authority was activated, 3) member of the governing body of the locality in which the project is situated, and 4) other public official of such locality(ies) who exercises any functions or responsibilities with respect to the project.
- QUANTITY & PRICE** Changes in quantity or costs will not be accepted without prior approval by the Housing Authority. If costs shown are estimated, Seller may adjust costs by an amount, which shall not exceed 10% of total order or \$100, whichever is less.
- INVOICES** Original or "CERTIFIED TO BE A TRUE COPY" is required for payment, and must reference the Purchase Order number.
- F.O.B.** If stated "Origin", shipment should be sent Prepaid Freight and Add. "C.O.D." shipments will NOT BE ACCEPTED without prior written authorization from the Housing Authority.
- CONFLICTING TERMS** The above terms and conditions may only be modified by the Housing Authority with exception of clauses which may be in conflict with any bid, proposal or contract. Bid proposal or contract terms will take precedence.