

TERMS AND CONDITIONS

El Paso County reserves the right to cancel all or any part of this order if not shipped as required or as instructed.

All materials and services shall be subject to El Paso County approval. Unsatisfactory materials will be returned at seller's expense. No substitution will be accepted without Purchasing Agent approval. No charge will be allowed for packing, crating or boxing.

1. No changes may be made in this order without written authorization of the Purchasing Agent **or authorized Purchasing staff**.
2. Materials must be properly packaged and marked with the El Paso County Purchase Order Number. Damaged materials will not be accepted.
3. Inspection of delivery will be made at the delivery point, unless otherwise specified.
4. Submit all claims for payment in duplicate. Claims for partial deliveries must be so indicated, and will be accepted by El Paso County.
5. All containers or reels are to remain the property of El Paso County unless otherwise specified.
6. The County is exempt from any sales, excise or Federal transportation taxes. The Purchase Order issued is sufficient proof of El Paso County's exempt status as provided by Sales Tax Rule 3.322.
7. The Purchasing Agent may grant additional time for delivery when the County is at fault or is satisfied the delay is beyond the control of the vendor. Such grant must be in writing and made part of the order.
8. Rejected material will be returned to the vendor at the vendor's risk and expense.
9. Quantities specified in the order are not to be exceeded. Any overages or duplicate orders will be returned to vendor at vendor's risk and expense.
10. It is agreed that goods delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the County from loss, cost or damage by reason of actual or alleged infringement of letters patent and/or copyrights.
11. All prices must be F.O.B. delivery point. Where specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to invoice.
12. In case of default of the vendor, the County may procure the articles or services from other sources and charge the vendor as liquidated damages any excess cost or damaged occasioned thereby.
13. Vendor shall defend, indemnify and save harmless El Paso County and all its officers, agents and employees from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this order. Vendor shall pay any judgment with cost, which may be obtained against El Paso County growing out of such injury or damages.
14. Vendor shall not sell, assign, transfer or convey this order, in whole or in part, without the prior written consent of El Paso County.
15. Payment will be made in accordance with Vernon's Texas Codes Annotated, Government Code, Title 10, Subtitled F, Chapter 2251, after receipt and acceptance by County of the merchandise ordered and of a valid invoice. Vendor is required to pay subcontractors within ten (10) days after the vendor receives payment from the County.
16. Vendor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
17. Vendor and El Paso County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
18. **BOYCOTT OF ISRAEL**- In accordance with Chapter 2270 of the Texas Government Code, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the contract, if the contract has a value of \$100,000 or more.