

Terms and Conditions

1. This purchase order is limited to the terms and conditions contained on the face hereof. Any additional or different terms in the Seller's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. All delivery of goods and/or services shall conform to specifications, price, terms and conditions as set forth in this instrument.
2. This purchase order, including all references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the City and Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the City.
3. The Seller warrants the goods furnished in accordance with this order to, (a) be free from defects in title, claims, liens, labor, material or fabrication, (b) conform to applicable specifications, (c) be suitable for the purpose intended, and (d) to be of merchantable quality.
4. The Seller warrants the goods furnished in accordance with this order shall comply with all Federal, State or Local Laws relative thereto and the Seller shall defend and hold harmless the City from any claim, liability, or loss arising from any trademarks, patent, or copyright infringement.
5. This agreement shall be governed and interpreted pursuant to Laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Cleveland, State of North Carolina.
6. Regardless of F.O.B. point, the Seller agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which occur prior to acceptance by the City.
7. All invoices, packages, shipping notices, or the like affecting this order shall contain the applicable purchase order number. The packing list shall be enclosed in each box or package. All items shall be prepared and packed for shipment in a manner that will prevent damage in transit.
8. The City shall have the right to inspect and test all items supplied under the order before making acceptance. Risk of loss and title to all goods received shall remain with the Seller until acceptance has been made by the City. Rejected goods shall be returned to Seller at Seller's risk and expense.
9. In the event the Seller defaults by (a) non delivery as required, (b) not providing adequate assurance of performance, (c) becoming insolvent or making an assignment for the benefit of creditors, or (d) breaches any of the terms and conditions of this order, the City may, by written notice to the Seller, cancel the whole or any part of this order or exercise any other remedy allowed to the City of goods under law.
10. The City is exempt from Federal Excise Tax. The City is not exempt from applicable North Carolina State Sales and Use Tax or Cleveland County Sales and Use Tax. Such taxes shall be shown as a separate item on all invoices.
11. Cash discounts will be deducted as provided on the front of this order. Net purchases will be paid within 30 days from the receipt of a correct invoice or acceptance of goods, whichever is later. Refer to the front of this order for billing address.
12. Current material safety data sheets shall be provided in accordance with all regulations.
13. For construction and services, employers and their subcontractors with 25 or more employees in North Carolina as defined in article 2 of chapter 64 of the NC general statutes must comply with e-verify requirements to contract with the city of Kings Mountain. E-verify is a federal program operated by the US Department of Homeland

security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

14. Contractor hereby certifies that contractor, and all subcontractors, are not on the Iran final divestment list ("list") created by the North Carolina state treasurer pursuant to N.C.G.S. 143-6a-4. Contractor shall not utilize any subcontractor that is identified on the list.