

TERMS AND CONDITIONS

Johnson 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 the County's approval. Unsatisfactory materials will be returned at seller's expense. No substitution will be accepted without purchasing department approval. No charge will be allowed for packing, crating, palleting or boxing.

1. No change(s) may be made to this order without written authorization of the purchasing department.
2. Materials must be properly packaged and marked with the 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.
5. All containers or reels are to remain property of Johnson County unless otherwise indicated.
6. The purchasing department may grant additional time for delivery when Johnson 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.
7. Rejected material will be returned to the vendor at the vendor's risk and expense.
8. 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.
9. It is agreed that goods delivered shall comply with all Federal, State and 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 patent infringement and/or copyright infringement.
10. 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.
11. In case of default of the contractor, the County may procure the articles or services from other sources and charge the contractor as liquidated damages any excess cost or damages occasioned thereby.
12. Vendor shall not sell, assign, transfer or convey this order, in whole or in part, without the prior written consent of the County.
13. Terms: Net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.