

CONDITIONS

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

1. The City of Clifton reserves the right
 - a. To reject and return at your 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. To suspend or cancel deliveries during the existence of strikes, labor disturbances, secondary boycotts, fires, floods or other situations arising from causes not within our practicable control.
2. The City Council must approve all payments made under City contract and as such will not pay late fees or interest on late payments on any contractual payments due from the City to vendor.
3. 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 purpose 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 City of Clifton for material or service.
4. In the performance of this order, the seller or vendor shall comply with the provisions of the Fair Labor Standards Act and any other applicable Federal or State Laws and regulations. The seller or vendor further agrees that any provisions required by such laws and regulations to be included herein shall be deemed to be incorporated by reference.

This order of contract shall be governed by the laws of the State of New Jersey.

5. Each package must contain a packing slip showing contents and the City's purchase order number.
6. All goods and articles furnished hereunder shall comply with all regulations and specifications, including but not limited to OSHA/PEOSHA regulations and specifications in effect at the time of delivery.
7. This purchase order shall terminate and be null and void unless the goods and articles called for herein shall be delivered or supplied within one calendar year.
8. This purchase order shall not be assignable by the Seller without the written consent of the City of Clifton.
9. The Vendor hereby agrees to hold harmless, indemnify, and defend the City of Clifton against any claims which may be made against the City for breach of any and all expenses or implied warranties, or liability for product defects or liability for patent infringement claims, which may arise out of the use of the goods, merchandise, materials and products purchased herein.
10. In order to comply with New Jersey Worker and Community Right to Know Act, the Material Safety Data Sheet and Labeling must accompany the shipment.
11. Seller shall have been deemed to accept the written offer contained herein by either signing the reverse side of this purchase order or by shipping the goods called for herein in the time period specified.