

Clark County Purchase Order Standard Terms and Conditions

1. **FEDERAL, STATE AND LOCAL LAWS:** The Supplier will fully observe and comply with all applicable federal, state and local laws and regulations relative to conducting business or performing work for County of Clark, Nevada. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.
2. **GOVERNING LAW/VENUE OF ACTION:** This Purchase Order (PO) shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.
3. **RULES OF PRECEDENCE:** (Goods, Services) In the event of a conflict, the following rules or precedence shall govern this PO : (1) Terms and conditions on the face of the PO prevail over these Standard Terms and Conditions; (2) All terms and conditions of the PO prevail over Uniform Commercial Code (UCC) Article 2; (3) All terms and conditions of the PO prevail over any Supplier quotation; and (4) The terms and conditions of a Clark County issued specific bid/quote award or contract referenced on the face of the PO prevail over any terms or conditions contained in the PO.
4. **NEW EQUIPMENT:** The Supplier shall guarantee that the items provided under this PO shall be new, of the latest and most improved model of current production, shall be of first quality as to workmanship and material used in said units. New equipment is defined as equipment that is made up completely of unused genuine original parts. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstration equipment does not meet this definition and is not acceptable.
5. **WARRANTIES:** Supplier warrants that the goods and services covered by this order will conform to applicable specifications, instructions, drawings, data and samples, and will be merchantable of good material and workmanships, free from defects and will be fit and sufficient for the purpose intended, and free from defect in material and workmanship. These warranties shall be in addition to all other warranties, express, implied and statutory. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.
6. **GOODS:** The Supplier warrants that goods supplied under this PO are free from defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications and free from liens or encumbrance of any nature. The Supplier shall guarantee all workmanship, materials and equipment it has furnished for a period of one (1) year after final acceptance of the equipment and/or materials, or for the period stated in Supplier's/Manufacturer's standard warranty, whichever is longer. If any defect or faulty materials are found, Supplier shall immediately, upon notification by Clark County, proceed at its own expense to replace or repair the same, together with any damages to all finishes, fixtures, equipment and furnishings that may be damaged as a result of this defective equipment or workmanship. All return of goods will be at Supplier's expense. Resolution will be provided by Supplier within 5 days of written notification by Clark County that there is a problem. Replaced and repaired goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

7. **SERVICES:** Supplier represents and warrants that all services shall be complete in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Supplier represents and warrants that the services shall be completed in accordance with applicable specifications, and shall be correct and appropriate for the purposes contemplated in this Agreement. Supplier represents and warrants that the performance of services under this PO will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Supplier is bound.
8. **CHANGES:** No modification or changes to this order shall be binding unless approved in writing by Buyer. Buyer shall have the right at any time to make changes to the PO by written notice to the Supplier, and Supplier agrees to comply with such changes. If such changes cause a material increase or decrease in Supplier costs or time of performance of the PO, Supplier shall notify the Buyer immediately.
9. **CANCELLATION:** Purchasing may cancel any PO upon 30 days written notice to the Supplier.
10. **BANKRUPTCY:** In the event the Supplier files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
11. **TAXES:** Clark County is exempt from paying Sales and Use Tax and Federal Excise Tax. Price(s) must be net, exclusive of these taxes. The Supplier shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any goods and /or services delivered under this PO. Clark County falls under the fiscal responsibility of Clark County, Nevada as a government entity. Tax Identification Number is 88-6000028.
12. **IDENTIFICATION:** PO number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order. Packing lists indicating the contents of each package will accompany each shipment.
13. **INVOICES:** All invoices must reference the PO number and shall be sent to the address listed on the face of the PO. . In addition to the PO number, invoices should include the following: Supplier name and address, data and number of invoice, and any other applicable information (e.g. quantity, description, period of performance), necessary to identify the goods or services for which payment is requested. Clark County will not be responsible for equipment, materials, services, or supplies delivered or furnished to Clark County without a valid PO (or prior written authorization from the Buyer).
14. **PAYMENT:** Standard Terms for payment shall be NET 30 DAYS unless otherwise noted on the face of the PO. Payment discount period will be calculated from the date of receipt of a complete, correct invoice, or receipt and acceptance of goods or services, whichever is later.
15. **ASSIGNMENT:** It is agreed that the Supplier will not assign, transfer, convey or otherwise dispose of this PO or its right, title or interest in the same or any part thereof without prior written consent of Clark County.
16. **INSURANCE:** The Supplier shall procure and maintain Workers' Compensation and General Liability Insurance at it own expense, for all work related to the performance of the PO.

17. INDEPENDENT CONTRACTOR: The Supplier is deemed to be an Independent contractor under this PO.
18. INDEMNIFICATION: Seller warrants that the purchase, installation and /or use of the goods covered hereby will not result in any claim of infringement or actual infringement of any patent, trademark, copyright, franchise, or other intellectual property right. Seller shall defend, indemnify and hold harmless Clark County, its officers, employees, and agents from and against any and all damages, claims, demands, suits, judgments, penalties, and costs, including reasonable attorneys fees and expenses and all liability imposed by law, for or on account of damage to property of death of or injury to any person or persons (including property and employees of Clark County) arising from the work, goods or service provided by the Supplier, its employees, agents or subcontractors pursuant to the PO

Seller shall save and hold harmless, Clark County, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the Buyer or used in the performance of this order

19. DELIVERY REQUIREMENTS: Unless otherwise stated on PO, all prices shall be F.O.B destination, and title shall pass to Clark County upon acceptance at the final delivery point. Prices shall include delivery as well as necessary unloading. If delivery of product(s) or services(s) cannot be made as specified and at the price shown on the PO, Supplier must notify Clark County Purchasing immediately. Do not make delivery without the Buyer's written approval. Any correspondence other than invoice relating to this order must be sent to the Buyer. Over shipments will not be accepted unless authorized or approved by the Buyer in advance and in writing and will be returned to the Seller at Seller's expense.
20. RIGHT OF INSPECTION AND REJECTION: All goods and/or services purchased will be subject to inspections, tests and approval/acceptance by Clark County. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used, and that the inspections and rejection rights will continue until those packages are opened and inspected, notwithstanding prior payment. If specifications or warranties are not met, material and equipment will be returned at Supplier's expense. Nonconforming Goods will be returned to Seller freight collect, and risk of loss will pass to Seller upon Clark County's delivery to the common carrier. No material or equipment returned to Supplier as defective shall be replaced except upon Buyer's formal authorization.
21. CLARK COUNTY'S PROPERTY: All property owned by Clark County and furnished to Supplier for the purpose of performance of this PO will be identified and marked as Clark County's property and adequately insured for Clark County's protection. In the event that Clark County's property becomes lost or damaged to any extent while in Supplier's possession from any cause, including faulty workmanship and/or negligent acts by Supplier, its agents or its employees, Supplier agrees to replace such property or reimburse Clark County for the value or expense of replacement, whichever is greater in accordance with Clark County request.
22. ADVERTISEMENTS: Except as may be required to perform this PO, Supplier shall not in any manner advertise or publish the fact that it has furnished or contracted to furnish Clark County with the goods or services herein mentioned without prior written consent of Buyer.

23. **FORCE MAJEURE:** The Supplier shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performance in the customary manner, by acts of God, civil disturbances, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the Government. Supplier shall provide Clark County satisfactory evidence that non-performance is due to other than fault or negligence on its part. Provided, however, that the Buyer's right to reject any shipment or portion thereof or services on the basis of delay will not be affected by any such reason. The party whose performance is affected by such delay will notify the other in writing of the cause of any such actual or anticipated delay within five days of acquiring knowledge thereof. The other party may, in its discretion, cancel the contract.
24. **MATERIAL SAFETY DATA SHEETS:** The Supplier shall provide current Material Safety Data Sheets (MSDS) for all hazardous materials and products delivered under this PO
25. **ANTI-DISCRIMINATION:** Sellers doing business with Clark County are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin, sex, sexual orientation, age, disability, or any other protected status with regard to, but not limited to, the following: employee practices, rates of pay or other compensation method and training selections.
26. **TERMINATION:** Clark County may by written notice terminate this order, in whole or in part. In the event this order is terminated as a result of Supplier's default, the Supplier shall be liable for all damages allowed in law or equity, including the excess cost of procuring similar items. If this order is terminated for the convenience of Clark County, Supplier will be compensated to the extent that items have been accepted by Clark County prior to the effective date of termination. Other than to this extent, Clark County shall not be liable to Supplier for any damages on account of its failure to accept all of the items ordered.