

COMMUNITY TRANSIT
PURCHASE ORDER & QUOTE TERMS AND CONDITIONS
(NOT APPLICABLE TO CONTRACTS PURSUANT TO ITB/RFP)

1. **GOVERNING LAW, COMPLIANCE AND ATTORNEY FEES:** These Terms and Conditions shall be construed and interpreted in accordance with the laws of the State of Washington, and venue for any action shall lie in Snohomish County. Vendor shall comply with all applicable federal, state, local laws and regulations. In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's legal costs and expenses.
2. **T&C's:** All terms and conditions shall become part of the contract between Community Transit (Agency) and the Vendor. The Vendor's different or additional terms will not become part of this contract, unless otherwise negotiated and accepted by Agency in writing.
3. **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quantities, or specifications of this order will be effective without written consent of the Agency.
4. **PAYMENTS:** Payment terms are Net 30 unless otherwise agreed to by both parties. All payments and cash discounts shall be computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of invoice, whichever is latest. PO numbers must be noted on all invoices.
5. **FEDERAL/STATE AND LOCAL TAXES:** Community Transit is not exempt from Washington State Sales Tax or Federal Excise Tax. Vendor is responsible to pay all applicable taxes.
6. **WAREHOUSE:** Receiving hours are 8:00 a.m. to 5:00 p.m. Monday - Friday.
7. **FREIGHT CHARGES:** All shipments are F.O.B. - Destination. Freight is to be prepaid and added to the invoice unless included in the unit price. C.O.D. or collect shipments will not be accepted.
8. **FORCE MAJEURE:** Vendor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing and Contracts Manager immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.
9. **WARRANTIES:** Vendor represents and warrants that the goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with specifications and be free from defects in labor, material and manufacture. All implied and expressed warranties are incorporated. Vendor shall transfer all warranties to the Agency.
10. **MSD:** Material Safety Data sheets to be included with shipments of any material requiring this documentation, per OSHA and WSHA regulations.
11. **HOLD HARMLESS:** Vendor shall indemnify, defend and hold harmless the Agency, officers, employees, and agents, from all claims, suits or actions of any nature arising out of or related to the activities of Vendor, its officers, subcontractors, agents or employees under this PO/contract, including patent, trademark, copyright, or franchise infringement arising from the purchases, installation, or use of goods and materials ordered, except for those claims caused by negligence of Agency. Vendor shall solely assume all expenses and damages arising from such claims, suits, or proceedings.
12. **INSURANCE:** i) Vendor shall effect and maintain insurance at its own cost and expense to protect itself from claims under Workman's Compensation Acts. li) Vendor shall effect and maintain at its own cost and expense: 1) Commercial General Liability in the amount of \$1,000,000 per occurrence. 2) Comprehensive Auto Liability Coverage for bodily injury and property damage utilizing insurers with a minimum rating of B++ and ACORD forms, with a limit of at least \$1,000,000. Community Transit shall be named as additional insured on both policies.
13. **PUBLIC DISCLOSURE:** PO/contract and all contents and attachments shall be deemed a public record as defined in RCW 42.56 "Public Records."
14. **TERMINATION:** (i) The Agency may terminate this PO/contract at any time with written notice to Vendor. Upon receipt of the written notice, Vendor shall stop performance, and the Agency shall pay Vendor for goods delivered and accepted. (ii) The Agency may terminate this PO/contract at any time if Agency fails to receive, appropriations, or other expenditure authority. (iii) If Vendor breaches any PO/contract provision or is declared insolvent, the Agency may terminate this PO/contract for cause with written notice to Vendor, and Vendor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC.