

HILLSBOROUGH COUNTY AVIATION AUTHORITY
PURCHASE ORDER TERMS AND CONDITIONS

These general conditions shall apply at all times to this Purchase Order, unless otherwise agreed to, in writing, by the Hillsborough County Aviation Authority (hereinafter "Authority").

A. The Contractor or Vendor (hereinafter "Vendor") shall:

1. Indemnify, defend, and hold harmless the Authority, its agents, employees, and officers from all claims and suits of any kind for damages to property, or injuries, including death, to persons, and from all judgments recovered therefore, including court costs, attorney's fees, and other expenses caused by the acts or omissions of Vendor, its agents, servants and employees while on or about the premises of Authority for the purpose of delivering the articles or performing the service designated by this Purchase Order, which constitutes a contract or agreement between the Vendor and the Authority. If requested by the Authority, Vendor will furnish an insurance certificate with limits designated by the Authority which shall cover the Vendor's obligations as set forth in this paragraph. Vendor accepts the sum of One Dollar (\$1.00) and such other valuable consideration provided by the Authority as consideration for this indemnification and hold harmless provision.
2. Warrant that the goods, materials, machinery and apparatus supplied under this Purchase Order are well made, of good materials, and conform to any model or sample provided by the Vendor to the Authority. Vendor shall replace or repair, free of charge, FOB Authority, any parts of machinery and/or apparatus supplied hereinunder which proved defective in workmanship or material, within one year from date of shipment. Vendor further shall indemnify, defend, and hold harmless the Authority from all claims and suits for damages to property and/or injuries to persons and from all judgments recovered therefore, including court costs, attorney's fees, and other related expenses caused by the Vendor's acts or omissions or by having supplied products or services not conforming to Authority's specifications.
3. Supply a Material Safety Data Sheet (MSDS) with each initial delivery of any materials defined by the State of Florida or the Federal Government as being toxic or harmful.

B. Vendor will not discriminate against any person in the performance of this Purchase Order, or against any applicant for employment because of race, creed, color, sex, age, handicap, religion or national origin. To the maximum extent possible, vendor will engage the goods, services and products of certified Disadvantaged Business Enterprises in the performance of this Purchase Order.

C. Vendor shall be subject to all rules and regulations of the Authority.

D. The content and conditions of this Purchase Order may not be modified by any verbal understanding. Any changes must be in writing and approved by the Purchasing Department of the Authority.

E. All invoices, packing lists and packages must bear this Purchase Order number as printed on the face of the Purchase Order. All invoices must have a unique invoice number, date, and pricing by line item and unit price that are consistent with the Purchase Order. Unit prices shall not exceed past four decimal places. **Improper invoices will be returned to the vendor.**

F. Acceptance by the Vendor of this Purchase Order includes acceptance of all items, conditions, prices, delivery instructions and specifications as shown on the Purchase Order, or attached to the Purchase Order, or referenced in any bid document or government contract pricing document, which are made a part hereof by reference, as fully and to the same extent as if copied at length herein. In the event of a conflict or discrepancy between this Purchase Order and any referenced bid or contract document, if one exists, the bid or contract document shall govern.

G. In accordance with law, the Authority reserves the right to cancel all or part of this Purchase Order should delivery by the Vendor not be made within the time specified.

H. Any dispute regarding this Purchase Order shall be governed by Florida Law. The venue of any lawsuit shall be in Hillsborough County, Florida and the Vendor waives whatever rights it has in the selection of venue.

I. The Vendor shall have in its possession any applicable permits or licenses that may be required by federal, state, or local law to furnish products or services under the scope of this Purchase Order. The Vendor shall be in compliance with all federal, state, or local law in the performance of this Purchase Order.