

**THE VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE CONDITIONS AS SHOWN BELOW:**

**TOWN OF ANDOVER PURCHASE ORDER TERMS AND CONDITIONS**

This purchase order issued by the Town of Andover (hereinafter "Town") and the attached description of product/services to be provided and price quote submitted by the vendor named in this purchase order (hereinafter "vendor") shall constitute the contract between the Town and the vendor: provided, however, that if the purchase order states that it is for a product/service covered by a state or intergovernmental collaborative bid, then the terms of town, the state or intergovernmental contract upon which the bid is based are specifically incorporated herein by reference in place of the description of product/services. This purchase order, description of product/services, or in the alternative town, state or intergovernmental contract, and price quote constitute the entire agreement between the parties (hereinafter "contract") and there are no other contracts between the Town and vendor for the products/services and price. The contract may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

FOR AND IN CONSIDERATION of the payments by the Town and delivery of the product/services by the vendor, the VENDOR hereby agrees to provide the product and/or services and the Town agrees to pay the contract price in accordance with the terms of this contract.

**CONDITIONS**

**GENERAL** - The vendor agrees to indemnify, protect, defend and save harmless, the Town of Andover against any demands or payment for the use of any patented material, process, device or article that may enter into the manufacture, construction, or form any part of the materials or services covered by this order; and the vendor agrees further to indemnify, defend and save harmless the Town of Andover, its officers, agents and employees from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties, by, or from any of the acts of the vendor, his servants or agents, including reasonable attorney fees. In case of default by the vendor the Town of Andover may procure the articles or services covered by this Purchase Order from other sources and hold the vendor responsible for any excess occasioned thereby.

**QUALITY** - All materials or services furnished on this order must be as specified, and subject to inspection by the Town and approval within a reasonable time after delivery at destination. Materials or services other than those specified in this order must not be substituted without authority from the Purchasing Agent. Material rejected will be returned at the vendor's risk and expense.

**QUANTITY** - The quantity of material ordered must not be exceeded without authority being first obtained from the Purchasing Agent.

TAXES - In accepting this order the vendor does certify to the Town of Andover that the purchase price of materials representing this order does not include any tax whatsoever. Tax exemption certificates will be provided by the Town of Andover to the vendor upon request.

PACKING - Damage to any material not packed to insure proper protection to same will be charged to vendor. Packages must be marked plainly with shipper's name and Town order number. No charges are allowed for boxing or crating unless previously agreed upon.

DELIVERY - All materials must be shipped F.O.B. Destination. We pay no freight or excess charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, **VENDOR IS TO REPAY SHIPPING CHARGES AND ADD TO INVOICE.** Delivery must actually be effected within the time stated on purchase order, failing in which we reserve the right to cancel the order and purchase elsewhere. Deliveries shall be made between 8:30 a.m. and 4:00 p.m. Monday to Friday exclusive, unless otherwise stated.

The conditions of this order must not be changed by vendor. If not satisfactory, return to Purchasing Agent.

RISK OF LOSS - Vendor assumes risk of loss for commodities in transit. All commodities are subject to inspection upon delivery. Commodities delivered after the Requested Delivery Date may be rejected. Rejected commodities will be returned at vendor's expense.

RESPONSIBLE BIDDER - Failure of a Bidder to execute a purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify the Bidder from receiving future orders.

PRICES - All goods and services covered by this purchase order must be billed at prices and specifications agreed upon above.

TERMINATION OF CONTRACT - Unless excused from performance by Force Majeure, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this contract, or if the Vendor shall violate any of the covenants, conditions, or stipulations of this contract, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the vendor, then the Town shall thereupon have the right to terminate this contract by giving written notice to the vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Additionally, the Town, by written notice, may terminate this contract, in whole or in part, for the convenience of the Town when the Town determines, in its sole discretion, that termination is in the best interest of the Town. If this contract is terminated, the Town shall be liable only for payment under the payment provisions of this contract for services or goods received before the effective date of termination.

GOVERNING LAW - This contract is governed by the laws of the Commonwealth of Massachusetts. **PAYMENT - VENDOR'S INVOICE MUST CONTAIN A REFERENCE TO THE TOWN'S PURCHASE ORDER NUMBER.**