

CUCAMONGA VALLEY WATER DISTRICT PURCHASE ORDER TERMS AND CONDITIONS

Vendors providing goods or services to the Cucamonga Valley Water District ("CVWD") acknowledge that by delivering such goods or services they agree to the following terms and conditions. Should a formal contract be executed between CVWD and the Vendor whether as a result of a formal bid or not, the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

1. **ACCEPTANCE:** Acceptance of a Purchase Order, including the terms and conditions set forth herein, shall constitute the formation of a binding and enforceable contract between CVWD and Vendor. CVWD hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by CVWD. Vendor's action in (a) accepting this order, (b) delivering materials or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on the order.
2. **INSURANCE:** All insurance requirements applicable shall be fulfilled prior to the issuance of a Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.
3. **PACKING SLIPS** or other suitable shipping documents shall accompany each shipment and shall show; Vendor company name and address, name and address for CVWD Department to which shipment is being made, CVWD Purchase Order Number and descriptive information as to the items delivered. A CVWD Purchase Order must be obtained by Vendor before order fulfillment takes place.
4. **INVOICES** submitted for payment shall be addressed to CVWD, Accounts Payable Dept., 10440 Ashford Street, Rancho Cucamonga, CA 91730 and shall reference the CVWD approved Purchase Order number.
5. **PAYMENT:** Payment will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later. CVWD will not be liable to pay late fees or interest.
6. **CHANGES/QUANTITIES:** No changes may be made to this order without written authorization from CVWD's purchasing representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.
7. **BACK ORDERS:** All back orders must be approved by CVWD's Finance Department. If orders cannot be timely delivered, Vendor shall immediately advise CVWD in writing.
8. **QUALITY CONTROL:** Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at Vendor's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.
9. **WARRANTY:** Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
10. **PATENTS:** Upon acceptance of this order, Vendor agrees to indemnify and hold CVWD harmless from any claim involving patent right infringements, copyrights, or sale franchises arising out of this order.
11. **SHIPPING:** All prices must be F.O.B. destination. No boxing or packing charges will be allowed by CVWD unless specifically authorized on the face of this order.
12. **RISK OF LOSS:** Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with Vendor until the goods are delivered to the destination set out in the order and accepted by CVWD.
13. **DELIVERIES:** Delivery shall not be made to any place other than the destination indicated on the Purchase Order.
14. **CANCELLATIONS:** CVWD reserves the right to cancel purchase orders for failure on the part of Vendor to deliver as promised, or within a reasonable time if no delivery commitment is made, unless acceptable notification of delay is given to CVWD by Vendor.
15. **LIABILITY:** Any person, firm or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges CVWD, its officers, agents and employees from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either party hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.
16. **APPLICABLE LAW:** This Purchase Order shall be interpreted and enforced according to the provisions of California Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.