

TERMS AND CONDITIONS

DEFINITIONS: The City of Gainesville d.b.a. Gainesville Regional Utilities shall be referred to as "GRU". The "Supplier" means the person, firm or corporation that is to perform the work or services hereunder.

CONDUCT OF WORK: Services will be performed with the skill and care which would be exercised by comparable qualified persons performing similar services. If the failure to meet these standards result in deficiencies in the work, the Supplier shall at no extra cost to GRU, re-perform such non-conforming services necessary to correct such deficiencies.

INSPECTION: All materials ordered are subject to inspection and test by GRU. GRU shall have the right to reject or to require correction of material found not to conform with this Purchase Order. At GRU's option, rejected material will be held for the Supplier's instruction or, at the Supplier's risk, returned at the Supplier's expense. Payment for material prior to inspection shall not constitute GRU's acceptance.

ACCEPTANCE: No acknowledgment, or other document written or executed by the Supplier or forwarded by the Supplier to GRU after the date of this Purchase Order, containing terms or conditions other than those specified herein, shall be binding on GRU unless any such instrument shall be signed by the person who signed the Purchase Order on behalf of GRU and such instrument shall have been returned to GRU.

DELIVERY: Shipment shall be F.O.B. point of delivery unless otherwise stated. Time is of the essence in the filling of this order. No delays in shipment of equipment or materials or rendition of services will be permitted except as authorized by GRU in writing. Please notify GRU at once of anticipated delay. Excessive or unusual transportation charges caused by the Supplier's inability to perform by specified date and in specified quantities shall be charged to the Supplier.

DELAY: GRU shall have the right to delay performance for up to three months. If GRU shall delay performance for more than three months and either GRU or the Supplier shall elect to terminate this Purchase Order because of such delay, the Supplier's sole remedy shall be reimbursement for reasonable costs, not in excess of the Purchase Order price, reasonably expended and directly attributable to the preparation for or in performance of the Purchase Order including a reasonable allowance for overhead and profit. All goods and materials paid for by GRU shall be delivered to GRU.

CANCELLATION: Right is reserved to cancel this order if the Supplier has not performed by a specified date for delivery or performance or in specified quantities or if any other term or condition is not complied with. In the event of cancellation pursuant to this clause, GRU may procure similar material or services elsewhere by purchase order or otherwise and the Supplier shall be liable to GRU for excess costs.

COMPLIANCE WITH LAWS AND REGULATIONS: The Supplier agrees that it will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the materials or services called for by this Purchase Order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference.

INSURANCE: If insurance is required, the Supplier shall maintain insurance acceptable to GRU in full force and in effect throughout the term of this Purchase Order and, upon request, the Supplier shall provide to GRU a certificate of insurance with GRU named as additional insured.

WARRANTY: Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Supplier expressly warrants all items to be free from defects in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Supplier, shall run to GRU. All warranties shall survive inspection, test acceptance of and payment by GRU. The Supplier will provide GRU with the same standard commercial warranty for the materials or services it would provide to buyers of a class similar to GRU under conditions similar to those specified in this order and comparable prices.

WARRANTY OF PRICE: The Supplier warrants that GRU shall not be billed at prices higher than stated on this Purchase Order without the approval of Utilities Purchasing in writing. The Supplier represents that the prices charged for the equipment, materials and services covered by this order are the lowest

prices charged by the Supplier to buyers of a class similar to GRU under conditions similar to those specified in this order and the prices comply with the applicable government regulations in effect at the time of quotation, sale or delivery. The Supplier agrees that any price reduction made in the equipment, materials or services covered by this order subsequent to the placement of this order will be applicable to this order.

INDEMNIFICATION: The Supplier shall indemnify and hold harmless GRU from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the Supplier or by or in consequence of any neglect in safeguarding the work through use of unacceptable materials or workmanship or by or on account of any activity or omission, neglect or misconduct of the Supplier or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or from any claims or amounts arising or recovered under the "Worker's Compensation Law" and non-compliance with any local, state or federal codes, ordinances, orders or statutes, including the Occupational Safety and Health Act. This guarantee is in addition to and not intended as a limitation to any other warranty, express or implied.

CLEAN UP: If work is performed on GRU property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition.

MSDS: If applicable, the Supplier shall provide to GRU upon delivery of materials, all material safety data sheets.

PUBLIC RECORDS: All materials submitted and received by GRU becomes public records subject to the Florida Public Records Law, Chap. 119, F.S.

DEBARMENT: This Purchase Order may be rescinded upon discovery that the Supplier has committed any act that would be cause for debarment under the Florida Statutes or GRU's Purchasing Policies.

PATENTS: The Supplier warrants that the use or sale of the work or services will not infringe on any valid patent, trademark, tradeseecret or tradename.