

These terms and conditions ("Terms") by and between the City of Fairburn, Georgia (the "City") and the supplier ("Supplier") named on the purchase order attached to these Terms ("Purchase Order") are the only terms governing the purchase of the goods and services by the City from Supplier as stated in the Purchase Order or otherwise authorized by the City (each an "Item" or collectively, the "Items"). These Terms and the corresponding Purchase Order (collectively, the "Agreement") comprise the entire agreement between the parties relating to the Items described in the Purchase Order, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

1. These Terms prevail over any of Supplier's general terms and conditions of sale regardless of whether or when Supplier has submitted its sales confirmation or such terms, and such other terms of Supplier do not apply to the Purchase Order. The Supplier shall be bound by and shall have accepted the Purchase Order and these Terms upon acceptance of the Purchase Order or upon performance of the Purchase Order.
2. Supplier shall transfer and deliver all Items for the consideration set forth in the Purchase Order. Supplier shall issue invoices to the City (finance@fairburn.com) for the fees that are then payable. Unless specified in the Purchase Order, the fees stated include all charges for labor, technical and professional services, materials, overhead, profit, packaging and preparation for shipment, insurance, transportation and all federal, state and local fees, tariffs, levies, customs, taxes and charges of a similar nature. Payment to Supplier of such fees shall constitute payment in full for the Items, and the City shall not be responsible for paying any other fees, costs or expenses. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of the City. If the Purchase Order states that the Supplier's expenses will be reimbursed, such expenses shall be reimbursed in accordance with the City's policies and subject to the City's prior approval.
3. Delivery shall be made to the address listed on the Purchase Order (the "Place of Delivery") and within the time specified. Supplier shall be responsible for making all arrangements for the loading and transportation (including insurance, any contract of carriage and, if applicable, exportation, importation and customs requirements, customs duties, levies and taxes, health, safety and environmental requirements, including compliance with international trade sanctions requirements) of all Items to the Place of Delivery.
4. Title to, and risk of loss of, the Items covered by the Purchase Order shall remain the Supplier's until the Items have been delivered to the Place of Delivery and actually received by the City. Any damage to the Items, or loss of any kind, occasioned in transit shall be borne by the Supplier.
5. Supplier warrants that the Items will comply with the plans, specifications, drawings, and descriptions furnished or specified by the City; and that the Items will be of good material and workmanship and free from defects. In addition, Supplier shall: (a) obtain, and at all times during the term of the Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Items; (b) comply with all applicable laws, rules, regulations and policies of the City made known to Supplier; and (c) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Supplier, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to provide the Items.

Supplier is responsible for the acts or omissions of all of its personnel in performing the Purchase Order. These warranties shall survive acceptance of any Item.

6. The City shall, upon receipt of the Items have the right to inspect the Items for the time period specified in the Purchase Order (or fourteen (14) days, if no time period is specified) (the "Acceptance Period") to confirm or deny that the Items have been provided in conformance with the applicable Purchase Order ("Acceptance"). In the event that the City rejects the Items, the City shall provide the Supplier with an explanation of the nonconformance, and the parties will address the non-conformance in accordance with Section 7 below.
7. Timely delivery and performance of all Items under the Purchase Order is of the essence. The City has the right to reject any early or late delivery of the Items. The City will not be required to accept or pay for defective or damaged Items, overruns or underruns. In the event of any delay, the City will have the right to require Supplier to expedite the shipment of the Items by means selected by the City or to obtain replacement goods or services from alternative suppliers. Supplier will be solely responsible for the cost of the expedited shipment of the Items and any costs or damages incurred by the City in connection with the delayed Items, including the difference between the cost of replacement goods or services from alternative suppliers and the costs of the delayed Items and for any other cost or damages incurred by the City in connection with the delay.
8. The city may unilaterally and at any time or from time-to-time order additions, deletions, or revisions in the Items. These changes will be authorized by a Change Order. Additional services performed by the Supplier without authorization of a written Change Order will not entitle the Supplier to an increase in the Purchase Order price or an extension of the Purchase Order time.
9. Supplier agrees to abide by all state and federal laws, rules and regulations, and City policies respecting confidentiality of records and shall not divulge information concerning individual records to any unauthorized person.
10. No right or interest in the Agreement shall be assigned by Supplier without the written permission of the City, and no delegation of any obligation owed or of the performance of any obligation by Supplier shall be made without the written permission of the City.
11. This Agreement shall be governed in all respects by the laws of the State of Georgia. The parties hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Fulton County, Georgia.
12. During the term of the Agreement and for a period of two years thereafter, Supplier shall, at its own expense, maintain and carry insurance that is sufficient for the Items being provide under this Agreement.
13. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and sent to the addresses listed on the Purchase Order.
14. Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax.
15. All Items supplied pursuant to this Agreement shall, unless otherwise stated, conform exactly to all descriptions, specifications, and attachments contained in [the Purchase Order] [a formal solicitation upon which the Purchase Order is based]; and the terms and conditions and specifications of the [Purchase Order] [solicitation] are incorporated herein by reference and made a part hereof.

16. The City may terminate a Purchase Order, in whole or in part, at any time prior to shipment by providing written notice to the Supplier. Either party may terminate a Purchase Order upon written notice if the other party (the "Defaulting Party"): (a) materially breaches its obligations under this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten (10) days after receipt of written notice of such breach; or (b) the Defaulting Party becomes insolvent or subject to bankruptcy. Upon expiration or termination of this Agreement for any reason: (a) Supplier shall at the City's request provide reasonable cooperation and assistance to the City in transitioning the Items to an alternate provider; (b) unless termination is due to Supplier's breach, the City shall pay Supplier all fees and expenses due and payable hereunder through the effective date of termination; (c) Supplier shall promptly refund any prepaid but unused fees and expenses paid in advance for any Items which have not been provided; and (d) Supplier shall promptly return the City's confidential information and destroy any copies thereof and deliver all Items (and intellectual property appurtenant thereto) and works in process existing through the effective date of termination.
17. Prices stated are F.O.B. destination.
18. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
19. Supplier shall submit an invoice to the City at finance@fairburn.com for the prices stated on the Purchase Order. An original invoice shall be submitted to [the City's Finance Department or as otherwise stated in the Purchase Order]. The Supplier shall include the Purchase Order number on all invoices. Fairburn has a net 30 policy.