

BY ACCEPTING THIS ORDER VENDOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS

1. **ACCEPTANCE OF PURCHASE ORDER:** A Purchase Order is given for immediate acceptance by the VENDOR. Unless promptly notified to the contrary, WELLINGTON will assume the VENDOR accepts the order as written and will make delivery as specified on the document.
2. **ENTIRE AGREEMENT:** All specifications, drawings, and data submitted to the VENDOR with this order, or the solicitation for this order are hereby incorporated herein and made a part thereof. This contract contains the entire agreement of the parties. No change in quantities, prices, specifications, terms, or shipping instructions will be allowed except on written authority of WELLINGTON of Wellington Purchasing Department. Any additional or different terms and conditions proposed by VENDOR are objected to and hereby rejected unless specifically agreed to in writing by WELLINGTON.
3. **INDEMNIFICATION:** The VENDOR hereby agrees to indemnify, save, and hold harmless WELLINGTON harmless from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due the breach of the Agreement by the VENDOR, its agents or employees, or due to any act or occurrence of omission or commission of the VENDOR, its agent or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify WELLINGTON for its own negligence or breach of contract.
4. **MODIFICATION:** WELLINGTON may by written Order, make changes in the specifications if such changes are within the general scope of the Contract. If such changes cause an increase or decrease in the VENDOR's costs or in time required for performance of the Contract(s) the VENDOR shall promptly notify WELLINGTON and assert its claim for adjustment and an equitable adjustment shall be made by WELLINGTON and the Contract modified accordingly. Nothing in this clause shall excuse the VENDOR from performing herein.
5. **DEFAULT:** Time is of the essence in this contract and if delivery of acceptable terms or rendering services is not completed by the time promised or provided herein, WELLINGTON reserves the right without liability. In addition to its other rights and remedies, to terminate this contract by notice effective when delivered to the VENDOR; as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the VENDOR with any and all losses incurred.
6. **TRANSPORTATION CHARGES:** Transportation expenses for all shipments shall be prepaid to destination. Shipments sent COD or freight collected without WELLINGTON's written consent will not be accepted and will, at VENDOR'S risk and expense be returned to VENDOR. No charges will be allowed by WELLINGTON for transportation, packaging, cartage or containers unless otherwise authorized in the Purchase Order.
7. **UNAVOIDABLE DELAY:** If the VENDOR is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control which constitute acts of God, VENDOR must immediately upon receiving knowledge of such delay, give written notice to WELLINGTON and request an extension of time. WELLINGTON shall examine the request and determine if the VENDOR is entitled to an extension.
8. **QUANTITY:** Quantities furnished in excess of those specified in the Purchase Order will not be accepted and will be held at VENDOR's risk and expense.
9. **INSPECTION:** Materials or equipment purchased are subject to inspection and approval at WELLINGTON's destination. WELLINGTON reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, or data of VENDOR's warranty (expressed or implied) or in conformance with this Agreement. Rejected material or equipment shall be removed by, or at the expense of, the VENDOR promptly after rejection.
10. **WARRANTY:** The VENDOR warrants that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, VENDOR warrants that said goods and services are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this order. All work and services provided shall be done in a workman like manner. WELLINGTON may return any nonconforming or defective items to the VENDOR or require correction or replacement of the item at the time the defect is discovered, all at the VENDOR's risk and expense. Acceptance shall not relieve the VENDOR of its responsibility.
11. **REGULATORY COMPLIANCE:** VENDOR represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) comply with all applicable laws, rules, requisitions, ordinances, codes, standards, rules and regulations in effect under the requirements of Federal, State and local laws, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacturer or use for their intended purpose of said goods or services. VENDOR shall furnish "Material Safety Data Sheets" in compliance with the Florida Right To Know Law, Florida Statutes, Chapter 442.01, et. seq.
12. **ROYALTIES AND PATENTS:** VENDOR shall pay all royalties and license fees. VENDOR shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall save WELLINGTON harmless from loss on account thereof.
13. **PAYMENT:** Payments will be made in accordance with the terms on the face of this order, or the VENDOR's Invoice, whichever are more favorable to WELLINGTON as determined by WELLINGTON and payment date therefore shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.
14. **IDENTIFICATION:** Invoices in duplicate with prices set out and giving the correct Purchase Order Number must be sent to the address shown on the face of this order, otherwise payment of VENDOR's account may be delayed. The Purchase Order Number shall appear on all invoices, boxes, packages, shipping documents and correspondence, and the list of contents shall be enclosed in each box or package.
15. **TERMINATION:** WELLINGTON may, at any time, terminate this order in whole or in part by written or telegraphic notice confirmed in writing. Upon termination for convenience by Village, WELLINGTON will assume responsibility for specific contractual or scheduled financial commitments made prior to notice of termination. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Buyer. If, however, termination is occasioned by the VENDOR's breach of any condition thereof, including breach warranty, or by VENDOR's delay, except due to circumstances beyond the VENDOR's control and without VENDOR's fault or negligence, VENDOR shall not be entitled to any claim or costs or to any profit referred to in said clause, and Buyer shall have against VENDOR all remedies provided by law and equity.
16. **TAXES:** WELLINGTON is exempted from State and local taxes. Exemption number is printed below.
17. **LAW GOVERING:** This contract shall be governed by and construed according to the laws of the State of Florida. This Agreement shall not be construed against the party who drafted the same. If any dispute arises from this Agreement venue shall lie in Palm Beach County, Florida.
18. **ASSIGNMENT:** Any assignment of this Purchase Order, including any performance of work hereunder, in whole or in part, or monies due hereunder, shall be void unless consented to by WELLINGTON in writing and WELLINGTON shall have no obligation to any assignee of VENDOR under any assignment not consented to in writing by WELLINGTON.
19. **TERMS:** The order total shall be paid by WELLINGTON upon receipt of Invoices from VENDOR which shall be subject to verification as to quantities and quality of goods delivered or services performed.
20. **TAX:** VENDOR doing business with WELLINGTON shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with WELLINGTON, nor shall any VENDOR be authorized to use WELLINGTON Tax Exemption Number in acquiring such materials.
21. **PAYMENT CHANGES:** Payments will only be made to the company and address as set forth on Purchase Order unless the VENDOR has requested a change thereto on official company letterhead, signed by an authorized officer of the company.
22. **UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the VENDOR and WELLINGTON for any terms and conditions not specifically stated in this Purchase Order.
23. **INSURANCE:** In the event that insurance is required by WELLINGTON in connection with this Purchase Order, VENDOR shall provide an Insurance Certificate, in a form acceptable to WELLINGTON, naming WELLINGTON as an additional insured, as proof of compliance therewith which said certificate shall constitute part of this Purchase Order.
24. **BONDING:** WELLINGTON reserves the right to require the VENDOR to post a performance and payment bond in the amount of One Hundred percent (100%) of the Purchase Order total, upon award or at such time deemed necessary by WELLINGTON.