

BY ACCEPTING THE PURCHASE 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 Purchase 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 the Purchase Order, and the solicitation for the Purchase Order, are incorporated herein and made a part hereof. 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's 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 WELLINGTON harmless from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due to the breach of the Contract by the VENDOR, its agents or employees, or due to any act or occurrence of omission or commission by the VENDOR, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not indemnify WELLINGTON for its own negligence or breach of contract.
4. **MODIFICATION:** WELLINGTON may by written order make changes in the specifications of the Purchase Order 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, the VENDOR shall promptly notify WELLINGTON and assert its claim for adjustment. Under those circumstances, an equitable adjustment will be negotiated by WELLINGTON and the Contract will be modified accordingly. Nothing in this clause shall excuse the VENDOR from its performance under this Contract.
5. **DEFAULT:** Time is of the essence in this Contract and if delivery of acceptable goods or rendering of services is not completed by the time promised or provided herein, WELLINGTON may immediately, and without liability, terminate this Contract by notice effective when delivered to the VENDOR. As to goods not yet shipped or services not yet rendered upon such termination, WELLINGTON may purchase substitute goods or services elsewhere and charge the VENDOR for any and all losses incurred. In addition to the foregoing, WELLINGTON reserves all other rights and remedies available to it by law.
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 constitutes an act of God, VENDOR must immediately, upon receiving knowledge of such delay, give written notice to WELLINGTON and request an extension of time. WELLINGTON will examine the request and determine if the VENDOR is entitled to an extension. Any extension granted under this provision is within the sole discretion of WELLINGTON.
8. **QUANTITY:** Quantities of goods furnished in excess of those specified in the Purchase Order may not be accepted and will be held at VENDOR's risk and expense.
9. **INSPECTION:** Goods purchased are subject to inspection and approval at WELLINGTON's destination. WELLINGTON reserves the right to reject and refuse acceptance of goods which are not delivered in accordance with the instructions, specifications, drawings, or data of VENDOR's warranty (express or implied) or in conformance with this Contract. Rejected goods 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 Contract, 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 Contract. All work and services provided shall be done in a workmanlike manner. WELLINGTON may return any nonconforming or defective goods to the VENDOR or require correction or replacement of the goods 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 arising from or relating to this Contract and shall hold WELLINGTON harmless from loss on account thereof.
13. **PAYMENT:** Payments will be made in accordance with F.S. 218.70, *et seq.*, and, therefore, the payment date for goods delivered or services performed pursuant to this Contract shall be calculated from 1) the date of receipt of a proper invoice from the VENDOR, or 2) the date of final acceptance of the goods or completion of the services, whichever is later. Invoices are subject to verification by WELLINGTON.
14. **IDENTIFICATION:** Invoices with prices set out and giving the correct Purchase Order Number must be sent to the address shown on the face of the Purchase 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 Contract, in whole or in part, by written notice or telephonic notice confirmed in writing. Upon termination for convenience by WELLINGTON, WELLINGTON will assume responsibility for specific contractual or scheduled financial commitments to VENDOR made prior to the notice of termination. Any and all goods, services, property, publications, or materials provided during or resulting from the Contract shall become the property of WELLINGTON. If, however, termination is occasioned by the VENDOR's breach of any condition of the Contract, including a breach of 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 claim any costs or lost profits and WELLINGTON shall be entitled to pursue all remedies available at law or in equity against VENDOR.
16. **TAXES:** WELLINGTON is exempted from state and local taxes. Exemption number 85-8012582711C-6.
17. **LAW GOVERNING:** This Contract shall be governed by and construed according to the laws of the State of Florida. This Contract shall not be construed against the party who drafted the same. If any dispute arises from this Contract, venue shall lie in Palm Beach County, Florida.
18. **ASSIGNMENT:** Any assignment of this Contract, 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. WELLINGTON has no obligation to any assignee of VENDOR under any assignment of this Contract not consented to in writing by WELLINGTON.
19. **ESCALATION AND DE-ESCALATION DURING RENEWAL:** VENDOR may submit a requested price increase per individual item unit cost to the Purchasing Division in writing, ninety (90) days prior to the applicable renewal period. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to WELLINGTON. VENDOR will also extend de-escalation of prices to WELLINGTON if the market so reflects. WELLINGTON will consider a price increase based on the most recent Consumer Price Index and/or proof of a manufacturer's price increase. WELLINGTON reserves the right to accept or reject any price increase and may choose to re-bid the Contract if it is deemed to be in the best interest of WELLINGTON. The Contract will be extended 90 days beyond the Contract expiration date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.
20. **TAX:** VENDOR doing business with WELLINGTON is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with WELLINGTON, nor shall any VENDOR be authorized to use WELLINGTON's Tax Exemption Number in acquiring such materials.
21. **PAYMENT CHANGES:** Payments will only be made to the company and address as set forth on the Invoice 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 Contract.
23. **INSURANCE:** In the event that insurance is required by WELLINGTON in connection with this Contract, VENDOR shall provide an Insurance Certificate, in a form acceptable to WELLINGTON, naming WELLINGTON as an additional insured, as proof of compliance therewith. Said certificate shall constitute part of this Contract.
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.
25. **PALM BEACH COUNTY INSPECTOR GENERAL:** In accordance with Palm Beach County ordinance number 2011-009, VENDOR acknowledges that this Contract is subject to investigation and/or audit by the Palm Beach County Inspector General. VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.