



St. Tammany Parish Sheriff's Office

RANDY SMITH, Sheriff

PROFESSIONALISM • INTEGRITY • ACCOUNTABILITY • PUBLIC TRUST

PURCHASE ORDER TERMS & CONDITIONS

1. **General.** These Purchase Order Terms and Conditions ("Terms") are made and entered into by the St. Tammany Parish Sheriff's Office (hereinafter "Buyer") and the individual or entity identified as the seller on Buyer's purchase order (hereinafter "Seller"). Buyer and Seller may also be referred to as "Party" or "Parties".

2. **Acceptance.** Acceptance of the Purchase Order is limited to its provisions without additions, deletions, or other modifications. Buyer will not be responsible for goods or services delivered without issuance of its standard Purchase Order. If not otherwise stated on its face, the Purchase Order may be accepted by delivering the goods or services by the specified delivery date. The Purchase Order is limited to the terms and conditions: (i) specified herein; (ii) specified on the face of the Purchase Order; and (iii) if applicable, specified in Buyer's written agreement with Seller.

Acceptance of all or part of the goods or services shall not (i) waive Buyer's right to cancel or return all or any portion of the goods or services that do not conform to the Purchase Order; (ii) bind Buyer to accept future shipments of goods or services; or (iii) preclude Buyer from making any claim for damages or breach of warranty. All purchases are subject to inspection and rejection by Buyer notwithstanding prior payment. Rejected goods will be returned at Seller's expense for transportation both ways and all related labor and packing costs. No goods returned as defective by Buyer shall be replaced by Seller without written permission of an authorized agent of Buyer.

Buyer may at any time, by written order, make changes within the general scope of the Purchase Order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of the Purchase Order, Seller may request an adjustment in the price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly upon agreement by the parties.

3. **Compliance with Laws.** Seller warrants to Buyer that the goods and services shall be provided, manufactured, shipped, stored, and otherwise handled in strict compliance with all applicable laws, codes, ordinances, regulations, executive orders, and industry standards.

4. **Title.** Title conveyed to Buyer by Seller shall be good and merchantable and its transfer rightful. The goods and services shall be delivered free and clear of any lien, security interest, claim or encumbrance whatsoever.

5. **Hold Harmless.** Seller agrees to defend, indemnify and hold harmless Buyer, officers, directors, affiliated entity, employees, agents, representatives, successors and assigns from all losses, liabilities, damages, and/or expenses which may be sustained or claimed: (i) arising out of defective goods or negligent services hereby ordered; (ii) arising from injury to Seller employees while in the course of providing goods or services to Buyer or affiliated entity; (iii) arising from Seller's use of automobiles, trucks, or heavy equipment; or (iv) based on a claim that the goods

Slidell Administrative Building P.O. Box 1229 Slidell, LA 70459 (985) 726-8000
Covington Office P.O. Box 1120 Covington, LA 70434 (985) 809-8200

or services supplied by Seller infringe a patent, copyright, or trademark or misappropriate a trade secret of a third party. Seller shall, at the request of Buyer or affiliated entity, defend any such claim, action or lawsuit. If the goods or services become, or in Seller's opinion, are likely to become the subject of any infringement claim, Seller shall do one of the following at Seller's option and expense: (i) procure for Buyer the right to continue using the goods or services; (ii) replace or modify the goods or services so that they become non-infringing without losing functionality; or (iii) terminate Buyer's right to use the goods and/or services, whereupon Seller will refund to Buyer all amounts paid for such goods or services. The indemnity under this Paragraph 5 shall survive delivery and acceptance of goods and services and termination or expiration of the Purchase Order and/or Buyer's written agreement with Seller, if applicable.

6. **Price.** The price for goods and services ordered hereby shall be the price stated on the accompanying Purchase Order. Price is inclusive of applicable taxes, freight, all packaging and handling, transportation, and insurance unless explicitly indicated on the face of the Purchase Order or agreed to in writing by Buyer.

7. **Taxes.** Any tax, tariff or duty which is imposed upon Seller by any governmental authority and included by the Seller in the price shall be separately stated on Seller's invoice(s).

8. **Delivery.** All risk of loss shall remain with Seller until goods and services have actually been received and accepted by Buyer at the applicable destination according to the terms and conditions of the Purchase Order. The goods or services ordered must be received no later than the delivery date specified.

9. **Quantities.** Quantities of goods or services ordered may not be changed without the prior written approval of Buyer. If the total or any portion of the goods received either exceeds or falls below the quantities ordered, Buyer shall have the right to reject and return any such shipments or portions thereof at Seller's expense for transportation both ways and all related labor and packing costs.

10. **Packaging and Shipping.** All shipping containers shall be packed and packaged to: (i) ensure safe arrival to final destination; (ii) comply with requirements of common carriers; (iii) meet Buyer's written instructions; and (iv) meet the requirements of all applicable laws, ordinances, rules and regulations.

Each package or container shall be marked clearly to show the Purchase Order number, ship date, and name of any consignee and consigner. An itemized packing list shall be included in each container.

11. **Invoices.** Seller shall issue a separate invoice for each separate shipment. Each invoice shall include: (i) the Purchase Order number; (ii) Buyer's part numbers, if applicable; and (iii) quantities shipped. Undisputed amounts shall be paid within 30 days of receipt and acceptance of goods or services and a correct invoice. Delays in receipt of goods or services, acceptance of goods or services, or a correct invoice will be just cause for Buyer to withhold payment without losing discount privileges.

12. **Warranties.** Seller warrants that the goods or services delivered, the packaging, labeling and sorting thereof, any installation, repair, and maintenance of goods, and any other performance pursuant to the Purchase Order, will: (i) be free of infringement of property rights of third parties, including without limitation, any patent, trademark, trade name, copyright or right of publicity, or misappropriate any trade secret or violate any license or any other rights; (ii) be free from defects in material and workmanship, be of even kind and quality and run

without variation; (iii) be of merchantable quality; (iv) be fit for the intended use of the Buyer, and any other intended uses of such goods and shall be new and not refurbished; and (v) be of grade and performance in conformity with all specifications, blueprints, designs, drawings, samples, models, descriptions, instructions, and other items referred to in the Purchase Order. Seller shall maintain, solely at Seller's cost and expense, all licenses, permits, approvals, and the like necessary to conduct its business and perform its obligations under the Purchase Order.

13. **Inspection.** Buyer shall have the right to inspect and test the goods or services ordered at any time, including during the manufacture and construction, or preparation, notwithstanding any prior payment or inspection. Defective goods or services not in compliance with Buyer's drawings, specifications or standards may at any time be rejected even though such goods or services may have previously been inspected and accepted. Without limiting any rights it may have, Buyer at its sole option may require Seller, at Seller's expense to: (i) promptly repair or replace any or all rejected goods and/or services, or; (ii) refund the fees paid for any or all rejected goods and/or services. All such rejected goods will be held for Seller's prompt instruction and at Seller's risk. Rejected goods will be transported for return to Seller or destroyed at Seller's cost. Nothing contained herein shall relieve in any way Seller from the obligation of testing, inspection, and quality control. Payment for goods or services prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims Buyer may have against Seller or any other party.

14. **Cancellation.** If Seller repudiates the Purchase Order or fails to make delivery within the time specified herein, time being of the essence in connection with the Purchase Order (or, if no time of delivery has been specified, within a reasonable time after acceptance by Seller) or if Buyer rightfully rejects the goods or services or justifiably revokes acceptance thereof, then with respect to any and all goods or services involved, Buyer may pursue any remedy available including, without limitation, cancellation of the Purchase Order in whole or in part.

15. **Limitation of Liability.** Buyer's liability to pay any amount to Seller for any reason shall not exceed the amount Buyer has agreed to pay Seller for the goods or services. BUYER SHALL NOT BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSSES ARISING FROM THE PURCHASE OF GOODS AND/OR SERVICES REGARDLESS OF THE CAUSE OF ACTION OR THE FORM OF THE CLAIM FOR DAMAGES, AND EVEN IF BUYER IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

16. **Non-Assignment.** Seller shall not assign the Purchase Order or any rights, nor delegate any duties to any third party. Any attempt to do so will be void. The Purchase Order shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each party is an independent contractor of the other party.

17. **Force Majeure.** Failure of Buyer to take shipments of goods or receive services hereunder, if occasioned by fire, explosion, flood, war, pandemic, accident, interruption of or delay in transportation, labor trouble, governmental regulation, or any other circumstances of like character beyond Buyer's reasonable control, and resulting in partial or complete suspension of operations at any of Buyer's offices or other business locations, shall not subject Buyer to any liability to Seller by reason thereof, but, at Buyer's option, the total quantity covered by the Purchase Order may be reduced by the extent of affected shipments or services, or the specified delivery period may be extended by a time equal to that during which shipments or services shall be so affected and such shipments shall then be made or services performed during the period of extension.

18. **Waiver.** A waiver of any term, condition or default of the Purchase Order shall not be construed as a waiver of any other term, condition, or default.

19. **Entire Agreement.** The Purchase Order represents the entire understanding between Buyer and Seller, shall supersede all prior understandings and agreements relating to the subject matter thereof, and may be amended only by written mutual agreement of the parties. In the event of a conflict between the terms and conditions of the Purchase Order and any amendment thereto, the Purchase Order shall govern and control. Notwithstanding the foregoing, the provisions of the Purchase Order will not supersede any provisions of any other previously written agreement(s) that are currently in effect between the parties that govern the provision of the goods or services that are the subject of the Purchase Order.

20. **Governing Law.** The Purchase Order shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

21. **Insurance.** Buyer requires all Sellers to maintain necessary insurance coverage appropriate for the goods and/or services being provided, unless expressly waived by Buyer. Seller shall not commence any work and/or submit any orders of purchase until all insurance requirements have been reviewed and accepted by the St. Tammany Parish Sheriff's Office Legal Department, or a written waiver is provided to Seller. Upon acceptance of insurance by the St. Tammany Parish Sheriff's Office, the Seller must submit a Certificate of Liability Insurance naming the St. Tammany Parish Sheriff's Office as an additional insured.

Commercial General Liability

For the performance of work or services, Seller is required to maintain commercial general liability insurance covering property damage and bodily injury for the minimum amount as specified in the applicable Bid release, if any. If none is specified or applicable, then Seller must carry, at all times, general commercial liability and property liability insurance in an amount of no less than \$1,000,000.00 per occurrence, and a \$2,000,000.00 aggregate.

Worker's Compensation Insurance

For the performance of work or services, Seller must carry Worker's Compensation Insurance covering all persons employed by the Seller engaged in the performance of services, if applicable. Such insurance shall be in compliance with the Workers' Compensation Laws of the State of Louisiana.

Product Liability

If the purchase is for, or includes, materials or products, Seller must carry products liability insurance in an amount as specified in the applicable Bid release, if any. If none is specified or applicable, then Seller must carry, at all times, a Manufacturer's product liability insurance policy. Manufacturers agree to maintain and guarantee a product liability performance insurance policy in a minimum amount of \$1,000,000.

Comprehensive Automobile Liability

For the performance of work or services, Seller must carry Comprehensive Automobile Liability coverage with at least a \$1,000,000 combined single limit for Bodily Injury and Property damage per occurrence.

Umbrella or Excess Coverage may be purchased to reach the required limits.