

## Allen County Purchasing Department

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[www.co.allen.in.us/purchasing](http://www.co.allen.in.us/purchasing)

### THE FOLLOWING CONTRACT CONDITIONS ARE APPLICABLE TO COUNTY PURCHASE ORDERS

**Delivery of Goods.** Seller shall transfer and deliver to the Board of Commissioners of the County of Allen (the County) the goods stated on this Purchase Order.

**Delivery.** Unless otherwise stated in Contract, all prices shall be FOB Destination and shall include all freight delivery and unloading at the destination. The goods shall be delivered at County's place of business as stated on this Purchase Order.

**Payment.** Payment terms 30 days.

**Identification-Risk of Loss.** Identification of the goods under IC 26-1-2-501 (Insurable interest in goods; manner of identification of goods) of the Indiana State Code shall occur at the moment this Purchase Order is received by Seller. Risk of loss of the goods shall pass to the County at the time that the goods are actually tendered for delivery under IC 26-1-2-503 (Manner of Seller's tender of delivery).

**Applicable Law.** This Purchase Order and Purchase Contract (if any) are to be interpreted and enforced according to the provisions of Indiana law, and Seller shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations, including those prohibiting discrimination on the basis of race, color, religion, ancestry, sex, age, physical handicap, national origin preference.

**Title.** Title to the goods shall remain with the Seller until the County physically receives the goods.

**Warranties.** Seller warrants that the goods are merchantable and extends such other warranties as are set forth in the contract (if any) and that the goods are as described in such purchase contract (if any) and fit for the particular purpose for which they were sold and on this Purchase Order.

**Indemnification.** Seller agrees to indemnify, defend, and save harmless the County, its Board of Commissioners, Elected Officials and employees, individually and collectively from all fines, suits, claims, demands, subrogation's actions or liability of any kind and nature arising out of the Products or services furnished by the Seller.

**Right of Inspection.** County shall have the right to inspect the goods at the time and place of delivery before accepting them.

**Remedies.** County and Seller shall have remedies afforded by the Uniform Commercial Code.

**Interpretation-Parol Evidence.** It is understood by acceptance of this Purchase Order that this Purchase Order and purchase contract, if any, are intended by parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement unless specifically otherwise stated in writing. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence as a cause of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity

for objection. Whenever a term defined by the Indiana Code is used in this agreement, the definition in the Code is to control.

**Modifications.** This Purchase Order can be modified or rescinded only in writing signed by the County's Director of Purchasing or a duly authorized representative.

**Waiver.** No claim or right arising out of a breach by Seller of this Purchase Order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing by the County.

**Assignment-Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of the County, and no delegation or any obligation owed, or of the performance of any obligation by the Seller shall be made without the written permission of the County's Director of Purchasing. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**Employer Certification.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.

**Fuel Surcharge.** By policy, Allen County does not pay fuel surcharge fees.

**Inaccurate Invoice Credit.** Supplier invoices exhibiting errors may be assessed a three (3) percent credit to the County for processing costs.

**adopted 10-7-2011**