

**CITY OF CELINA**  
**PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

1. **ACCEPTANCE:** Acceptance of this order must be without qualifications. The City of Celina hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such term is expressly agreed to in writing by Purchasing Manager. Contractor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of the terms and conditions below and on this order.
2. **CHANGES/QUANTITIES:** No changes may be made in this order without written authorization of the City. Ship exact quantities ordered except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.
3. **INVOICES/DISCOUNTS:** Invoice must be submitted as follows:

By Mail:	CITY OF CELINA 142 N. OHIO STREET CELINA, TX 75009	By Email:	AccountsPayable@celina-tx.gov <b>Electronic Submission is preferred</b>
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City of Celina is not liable for payment of invoices received six (6) months after acceptance. Vendor is responsible for submitting invoices within ten (10) days of completion/acceptance to Accounts Payable.

4. **PAYMENTS:** City of Celina follows the guidelines established in the Prompt Payment Act and strives to pay all invoices within thirty (30) days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before this order was placed. Any deviation from the Prompt Payment Act terms of Net 30 will be in writing.
5. **PATENTS:** Upon acceptance of this order, Contractor agrees to protect the City from any claim involving patent right infringements, copyrights, or sale franchises.
6. **SHIPPING:** All shipments to be prepaid. Where specific purchase is negotiated F.O.B. shipping point, Contractor is to prepay shipping charges and add to invoice. In shipments made direct by Contractor's supplier, Contractor is required to notify his supplier to prepay shipments.
7. **RISK OF LOSS:** Risk of loss, damage, or destruction of the materials covered by this order shall be borne by the Contractor until delivery in good condition of conforming products at the F.O.B. point designated on this order. Any rejected goods shall be at Contractor's risk until returned to Contractor, at Contractor's expense, or otherwise disposed of as Contractor shall reasonably request.
8. **DELIVERIES:** All goods are shipped FOB Destination – Freight Prepaid.  
  
All deliveries must be made to the specified location. Deliveries will be accepted only during normal working hours on normal working days (8 a.m.-5 p.m., Monday through Thursday and 8 am -11 am Friday). Unless otherwise indicated, items received must be new and in first class condition and if type of materials normally packaged for protection and convenience in storage, shall be in proper container. All services performed shall conform to the quality and workmanship of the accepted standards in the industry and those stated in specifications.
9. **VERBAL ORDERS:** The City of Celina does not allow and will not process payments for verbal orders. A purchase order will be issued for all goods and services or paid by credit card at the time the order is placed.
10. **CANCELLATIONS:** The City of Celina reserves the right to cancel purchase orders for failure on the part of Contractor to deliver as promised, or within a reasonable time if no delivery commitment is made unless acceptable notification of delay is given to the City of Celina by the Contractor.
11. **LIABILITY:** Any person, firm or corporation performing services pursuant to this purchase order shall be liable for all damages incurred while in performance of such services. Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, supplier, or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to the Contractor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of Insurance may be required for but not limited to Commercial General Liability, Business Auto Liability, Workers Compensation, and Professional Liability Insurance.