

TAX CERTIFICATE NO 58-6000902

IMPORTANT TERMS AND CONDITIONS

1. Order void unless signed by an authorized official of Walton County.
2. Acceptance of this order shall constitute acceptance of Terms and Conditions.
3. Walton County Purchase Order Number must be placed on all invoices, shipping papers, packages and correspondence.
4. All material listed herein is subject to buyer's inspection and right of rejection on arrival, not withstanding prior payment.
5. The seller guarantees that no article shipped pursuant to this order is produced in violation of any provisions of the Fair Labor Standards Act; and further guarantees full compliance with all provisions from time to time applicable of any other federal and all state and municipal laws, and agrees to hold the purchaser harmless from all liability resulting from failure of such compliance,
6. Compliance with Federal ,and State laws: The' Seller agrees to comply with applicable provisions of any Federal or State Law and all executive orders, rules and regulations issued hereunder, whether now or hereafter in force; and any provisions, representations or agreements required thereby to be included in the contract resulting from acceptance of this order are hereby incorporated by reference, including but not limited to, Executive Order 11246, as amended, Chapter 60 of Title 41 of the Code of Federal Regulations, as amended, Obligations of Contractors and Subcontractors, and Chapter 1 of Title 48 of the Code of Federal Regulations, as amended Federal Acquisition Regulation.
7. In accepting this purchase order, the seller agrees to hold the purchaser harmless against any liability, judgment, damages, loss or expense, including reasonable counsel fees resulting from any claim or any suit against purchaser charging infringement of a United States copyright or patent by any publication or product sold under this purchase order, or any element of such product. If the product sold hereunder is a material whose composition and ingredients are not disclosed by the seller to the purchaser, the sellers agreement to hold the purchaser harmless, as stated in the foregoing sentence, shall extend to all such uses of such product for which the product is sold by the seller, to all uses for which the product is recommended by the seller to the purchaser, and to all intended uses by the purchaser expressly disclosed to the seller by the purchaser.
8. In accepting this purchase order; the seller unconditionally represents and warrants, any other statement or agreement to the contrary notwithstanding, that the material listed herein is of merchantable quality and suitable for the purchaser's uses and purpose. Seller agrees to hold Purchaser harmless against any liability, judgment, damage, loss or expense, including reasonable counsel fees, resulting form Seller's failure to meet the requirements of this condition.
9. Acceptance of this order is expressly limited to the terms hereof. If the Seller objects to any of the terms hereof, it shall notify Purchaser in writing within ten days of the date hereof, and withhold shipment of the goods listed herein until the controversy is adjusted. Any oral or written acknowledgement or confirmation of this purchase order, any shipment of the goods ordered hereby; or the furnishing or any services pursuant to this purchase order shall, notwithstanding the terms of such acknowledgement or confirmation, constitute acceptance by the Seller of each and all of the terms and conditions stated herein. The Purchaser will not be bound to any additional or different terms hereafter transmitted except by a signed consent, and will in no event be bound by silence or acceptance of the goods listed herein to any terms and conditions other than these stated herein. This purchase order contains all the terms and conditions of the purchase agreement and shall constitute the complete and exclusive agreement between Seller and Purchaser. No modification, revision or waiver of this purchase order or of any of its terms shall be effective unless in writing signed by the parties. This transaction (including remedies for breach and period within which such remedies must be brought) shall be governed in all respects by the laws of the State to which the goods are to be consigned.
10. If the goods purchased under this Order are "articles of wearing apparel" "interior furnishings" "fabrics", or "related material", covered by the Federal Flammable Fabrics Act, or similar State Laws, then unless the goods are exempted from the provisions of said laws, Seller guarantees that reasonable and representative tests made according to the procedures prescribed in Section 4 of the Flammable Fabrics Act, show that the goods are not under the Provisions of such Act so highly flammable as to be dangerous.
11. Walton County shall not be bound by any terms and conditions included in Vendors package, invoices, catalogs, brochures, technical data sheets or other documents which attempt to impose any condition at variance with the terms and conditions contained herein.
12. Title to the goods and liability for Risk of Loss shall remain with the Vendor until delivery to and acceptance by Walton County.
13. Goods shall be delivered by the Vendor to Walton County F.O.B. Destination.
14. Vendor warrants that any goods supplied to Walton County under this contract conform to all specifications set out in the individual contract or Purchase Order and are fit for the purpose for which such goods are ordinarily employed and for the particular declared Walton County purpose.
15. Any special terms and conditions attached to this Purchase Order/Contract that are in conflict with the standard contract terms and conditions, the special terms and conditions shall apply.

INSTRUCTIONS

1. **Please submit a copy of Bill of Lading with invoice.**
2. **Please submit separate invoice for each order.**
3. **Please enclose an itemized packing slip showing purchase order number with each shipment.**
4. **Please acknowledge promptly.**
5. **Do not part ship against this order without permission.**