

PO Terms and Conditions

1. Acceptance. SELLER's failure to notify BUYER within (10) days of the receipt hereof that it does not accept this **Purchase Order (PO)** shall be deemed to be complete acceptance by SELLER. SELLER's acceptance shall constitute an agreement to the terms, prices and conditions contained herein, and supersedes all previous orders or agreements, whether written or oral, covering the same articles. If SELLER proposes additional or different terms, they shall constitute a counteroffer and not be binding on BUYER. The new proposal then must be accepted by a new Purchase Order executed by BUYER.
2. Warranty. SELLER warrants that any materials, supplies, articles or equipment sold to BUYER under this Purchase Order (the "articles") will be good and merchantable and in accordance with BUYER's specifications, free from defects of labor, material fabrication or design, fit for the purpose for which the articles are sold to BUYER. SELLER represents that the articles have been manufactured and sold in compliance with all applicable laws, regulations and other legal requirements including but not limited to those relating to health, safety, labeling, flammability, price discrimination, wage hour, labor, and conditions of employment.
3. Delivery. The articles shall be delivered to the address on the face of this Purchase Order, and articles that are missent are to be delivered to the correct address at SELLER's expense. Where a time for delivery is specified, such time is of the essence to this Purchase Order. If delivery is not made within the time period stated, BUYER reserves the right to cancel all or any part of this PO, and to purchase elsewhere and charge SELLER with any loss incurred unless such delay is due to unforeseen causes beyond the control and without fault or negligence of SELLER. Delivery shall not be considered complete until the articles have been actually received and accepted by BUYER or its authorized representatives.
4. Quantity and Price. The PO shall not be filled in greater quantities or at higher price than shown herein. Any such shipments may be returned at SELLER's expense.
5. Inspection. All articles are subject to inspection by BUYER for damage, visual defects, verification or count, and testing within a reasonable time after delivery and before paying for or accepting or rejecting same. BUYER reserves the right to refuse and/or cancel all or any articles not conforming to applicable specifications, drawings, samples, or descriptions. Any such articles may be returned at SELLER's expense.
6. Packing and Miscellaneous Fees. SELLER warrants that prices include all charges for packing, crating, transportation, and miscellaneous fees to the F.O.B. point except as noted on the face of this PO.
7. Shipment. All shipments are to be by method of transportation that will provide delivery within the time period stated. Where transportation charges are paid by BUYER, (i) shipments must be forwarded in accordance with the shipping instructions contained thereon and (ii) where carrier tariffs require a released valuation, SELLER shall declare the full value of the shipment on the bill of lading. BUYER shall not pay additional freight charges resulting from partial shipments unless BUYER expressly authorizes such partial shipments.
8. Default and Remedies. The SELLER shall be considered in default of this Contract, and such default shall be grounds for BUYER to terminate this Contract and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Contractor fails to perform any of its obligations under this Contract and fails to correct such non-performance within ten (10) days of written notice from the Board to do so. Should any termination of this Contract be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience.
9. **PATENTS AND TRADEMARKS. SELLER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS FROM LIABILITY OF ANY NATURE OR KIND FOR OR ON ACCOUNT OF A VIOLATION OF ANY PATENT, TRADEMARK, COPYRIGHT OR CONTRACTUAL OR OTHER RIGHT OF ANY THIRD PARTIES ARISING FROM THE PURCHASE, USE, SALE OR LEASE BY BUYER OF THE ARTICLES.**
10. Insolvency. Either party shall have the right to cancel this PO in the event that the other party becomes bankrupt or insolvent or makes an assignment for benefit of creditors.

11. **INDEMNITY. SELLER AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD, THE CITIES OF DALLAS AND FORT WORTH, THEIR DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY (INCLUDING DEATH) ALLEGED TO HAVE BEEN RECEIVED OR SUFFERED AS A RESULT OF OR ARISING OUT OF THE ARTICLES, THIS PURCHASE ORDER, AND/OR THE OPERATIONS OF SELLER OR ITS AGENTS, SUBCONTRACTORS, CONSULTANTS AND EMPLOYEES.**
12. Compliance with Laws. SELLER shall comply with all applicable Federal, State and Local laws, statutes and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau or agency.
13. SELLERS of products containing “Hazardous Chemicals”, as defined by OSHA regulations 29FR1910.1200, shall provide a Material Safety Data Sheet (MSDS) prepared in accordance with paragraph (g) of this section and shall be responsible for ensuring that the information recorded on the MSDS accurately reflects the scientific evidence used in determining that the substance is either a “health hazard” or a “physical hazard”. Labels on products composed of hazardous chemicals shall contain the appropriate “hazard warning” as defined in the aforementioned OSHA regulations part (c) and (f) and shall accurately convey the hazards of the chemical(s) in the container(s). The BUYER will rely on the information contained in the vendor supplied MSDS and product label(s) to be accurate and will not be responsible for evaluating the product’s contents.
14. Selection of SELLER. By acceptance of the PO, SELLER certifies that no gift or gratuity or any promise of gift or gratuity has been given, offered, or made to or for the benefit of any employee or agent of BUYER for the purpose of influencing the selection of a SELLER. Furthermore, SELLER certifies that no gift or gratuity or any promise of a gift or gratuity will be offered or made to or for the benefit of any employee or agent of BUYER as a result of SELLER receiving this PO.
15. Changes. Only BUYER’s authorized Procurement personnel may change or cancel this PO.
16. Controlling Law and Venue. If legal action is necessary by either party with respect to the enforcement of any and all of the terms and conditions herein, exclusive venue for the same shall lie in the Dallas or Tarrant Counties, Texas, and the laws and court decisions of the State of Texas shall control.
17. Delays. Whenever any actual or potential labor dispute, material shortage, or other cause delays or threatens to delay the timely performance of the PO, SELLER shall immediately give notice to BUYER
18. Federal Contract Compliance. Pursuant to the Rules and Regulations of the Office of Federal Contract Compliance, Department of Labor (41 CFR Part 60-1.1 to 60-1.47). SELLER (hereinafter in this Section 18 called “Contractor”) agrees and certifies to BUYER:
 - A. During the performance of this contract, the Contractor agrees as follows:
 - (1) *The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment; upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.*
 - (2) *The Contractor will in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.*
 - (3) *The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. The provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or*

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or in consistent with the Contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- (5) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- (6) The Contractor will furnish all information and reports required by Executive Order No. 11246 and of the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contract may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246, by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.*
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, so that such provisions will be binding upon each subcontract or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.*

- B. Seller does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform services at any location under its control where segregated facilities are maintained. SELLER understands the phrase "segregated facilities" includes facilities that are in fact segregated on a basis of race, color, creed or national origin, because of habit, local custom or otherwise. SELLER understands that maintaining or providing segregated facilities for its employees to perform their services at any location under its control is a violation of the equal opportunity clause of Executive Order No. 11246 and, prior to the award of any non-exempt purchase order exceeding \$10,000, SELLER will obtain a similar certification from any prospective supplier which may perform work which is necessary, in whole or in part, to the performance of any non-exempt PO between SELLER and BUYER, and SELLER further assures BUYER that it understands that a breach of the assurances in this Paragraph 18B is subject to the Rules and Regulations of the Office of Federal Contract Compliance Department of Labor (41) CFR, Part 60-1 Subpart (B).