

PURCHASE ORDER TERMS AND CONDITIONS

1. **TERMS AND ACCEPTANCE.** This Purchase Order is a contract between the SAN ANTONIO RIVER AUTHORITY (the "Buyer") and the "Seller" indicated on the face hereof and covers the Buyer's purchase of the items, supplies, equipment, materials or services also described on the face hereof (the "Goods"). Seller's written acceptance, commencement of work, shipment or partial shipment of any item or service shall constitute acceptance by the Seller of this Purchase Order, its terms and conditions and applicable law. If a separate contract has been issued, the terms and conditions set forth in that contract also apply. In the event of a conflict between the terms of this Purchase Order and the terms of a separate contract, the terms of this Purchase Order shall control.
2. **PRICE.** Seller's price for the Goods shall be as indicated on the face hereof and Seller may not charge a higher price without the prior written approval of Buyer. Unless otherwise specified, the price stated includes all charges for packing, hauling, storage and transportation to point of delivery. Seller will pay all delivery charges in excess of any delivery charge Buyer has agreed to pay. Seller agrees that any price reduction made with respect to the items covered by this order subsequent to its placement but prior to payment will be applicable to this order.
3. **QUANTITIES AND DELIVERY.** The Goods furnished to Seller pursuant to this Purchase Order must be in the exact amounts ordered hereunder unless otherwise agreed and accepted, in writing, by the Buyer. Buyer shall not be required to accept any delivery of Goods which varies from the quantity so ordered. If the Goods are not delivered, and installed if applicable, at the time agreed upon, the Buyer reserves the right to cancel this order and hold Seller accountable therefore. All deliveries and orders shall reference the printed number on the face of this Purchase Order.
4. **INSPECTION AND WARRANTY** Seller expressly warrants that all goods and services will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the Goods delivered hereunder will be of good quality, material, and workmanship, merchantable, free from defects, and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties express, implied or statutory, and shall survive any inspection, delivery, acceptance, or payment by Buyer of the Goods and services.
5. **NONCONFORMING GOODS.** Any and all Goods not fully up to standard, not in compliance with the specifications relied upon by Seller, shipped contrary to instructions, in excess of the quantities herein provided, substituted for Goods described, or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer at Buyer's sole discretion and may be returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing, and reshipping any Goods rejected. These remedies to Buyer shall not be exclusive, and Seller shall be liable for any and all damages arising from any breach or default hereinabove set forth.
6. **TAXES.** No federal or state tax shall be included in prices. Buyer's Tax Exempt Certificate will be furnished on Seller's request.
7. **ASSIGNMENT.** Seller shall not delegate any duties, or assign any rights or claims under this Purchase Order without first obtaining the written consent of Buyer, and any such attempted delegation or assignment shall be void as to Buyer.
8. **CHANGES AND CANCELLATION.** The Buyer may, at its own option or upon the recommendation of the Seller, make written changes or additions to this Purchase Order including, but not limited to the nature of the Goods, packing, testing, destinations, specifications, designs, and delivery dates and schedules. The Buyer may cancel this order at any time by written notice communication to Seller by any commercially reasonable means.
9. **GOVERNING LAW.** This Purchase Order and the acceptance of it shall be a contract made in the State of Texas at the location of the Buyer's principal place of business in San Antonio, Texas, and shall be governed by the laws thereof.
10. **COMPLIANCE WITH LAW.** The delivery of the Goods and the performance of any work pursuant to this Purchase Order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, or other requirements of the municipal, state, and federal governments and all subdivisions thereof which now govern the manufacture, sale of or delivery of the Goods.
11. **INDEMNIFICATION BY SELLER.** Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage or injury to person or property in any manner or arising out of or incident to the performance of the contract evidenced by this Purchase Order.
12. **OWNERSHIP OF INFORMATION.** All specifications, drawings, data or other information relating to the Goods ordered, whether furnished by the Buyer or otherwise, shall be the property of the Buyer and delivered to the Buyer on request.
13. **PAYMENTS.** Payments shall be made by Buyer upon satisfactory delivery or acceptance of all services, and submission of a proper invoice bearing the Purchase Order Number, Delivery, and Contract Number. For the purposes of payment and discounts, time will begin upon satisfactory delivery of goods or services or submission of a proper invoice, whichever is later. No partial payments shall be made unless specifically set forth in this Purchase Order. Payments will be deemed to have been made on payment postmarked date, or date of electronic transmission. Unless otherwise set forth herein, the terms shall be net 30 days.
14. **FOB POINT.** Delivery of all goods shall be FOB to final shipping destination unless otherwise set forth herein.
15. **OFFICIALS NOT TO BENEFIT.** No employees or elected officials of the Buyer shall stand to gain from any part of this Purchase Order or any benefit that shall arise therefrom. Seller agrees not to provide any gratuity in any form, including entertainment, gifts, or other to any employee, buyer, agent or representative of the Buyer, with a view to securing a contract or favorable treatment with respect to the award, amendment, or the making of any determination with respect to the performance of any contract.