

**ORANGE COUNTY, NEW YORK  
PURCHASE ORDER**

Instructions to Supplier and General Terms and Conditions

**INSTRUCTIONS TO SUPPLIERS**

Please enter our order as specified above, subject to the conditions and instructions, listed on both the face and reverse side of this purchase order.

1. If delivery instructions need to be clarified, contact agency as noted in the Bill To field of this order.
2. Retain the supplier copy of this order for your files. Do not use this form as an invoice.
3. Prepay all transportation charges.
4. Complete the affidavit and return with your invoice to the department identified in the Bill To field as noted on the reverse side of this form – not the Division of Purchase.

**TERMS AND CONDITIONS** – (Pertaining to Purchase Order on the reverse side of this sheet.)

1. No changes may be made in this order without written authorization of the Director of Purchases.
2. The County shall have no liability under this agreement to Supplier or to anyone else beyond the funds appropriated and available for this Agreement.
3. The County reserves the right to cancel from this order any items not delivered or shipped within the time specified.
4. The Supplier warrants that the items specified hereunder are of merchantable quality, of good material and workmanship and conform to specifications, if any. Acceptance by the County shall not be deemed a waiver of these warranties.
5. Discount period will start from the date acceptable affidavit is received.
6. Quantities specified in this order are not to be exceeded.
7. Freight charges, if any, must be prepaid by the Supplier and substantiated with a copy of the prepaid freight bill attached to the invoice.
8. Damaged materials will not be accepted.
9. Inspection of the delivery will be made at the delivery point unless otherwise specified.
10. Rejected material will be returned to the Supplier at the Supplier's risk and expense.
11. Supplier represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties.
12. Supplier represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided.
13. The prices in this Agreement have been arrived at independently by Supplier without collusion, consultation, communication or agreement with any other bidder, proposer or with competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition.
14. Supplier shall not assign any of its rights, interests or obligations under this Agreement, without the prior express written consent of the County Executive of the County.
15. Supplier shall make its records available to the County upon request. All books, vouchers, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County.
16. If this order is for the performance of work, labor or services of any kind, it is given on the condition and it is understood and agreed that by the acceptance thereof the person, firm or corporation by whom the order is

accepted is performing the required work, labor or services as an independent contractor; that prior to commencing performance of such work, labor or services such party will exhibit to the County certificates of financially responsible insurance companies showing that such party is covered by Workmen's Compensation; General Liability, Automobile Liability and such other insurance as may be required, in amounts and form satisfactory to the County, and that such party agrees to defend, indemnify and hold the County harmless from any and all loss, damage, or liability of any nature whatsoever incurred in or resulting from the performance of such work, labor or services.

17. In case of default of the contractor, the County may procure the articles or services from other sources and charge the contractor as liquidated damages any excess cost or damages occasioned thereby.
18. It is agreed that goods delivered shall comply with all Federal, State or local laws relative thereto, and that the Supplier shall defend actions or claims brought and indemnified and hold harmless the County of Orange from loss, cost or damage by reasons of actual or alleged infringements of letters patent.
19. The acceptance by Supplier or its assignees of the final payment under this Agreement, whether by voucher, judgement of any court of competent jurisdiction, or administrative means, shall constitute and operate as a general release to the County from any and all claims of Supplier arising out of the performance of this Agreement.
20. The County shall have all of its common law, equitable and statutory, rights to set off. These rights shall include, but not be limited to, the County's right to withhold for the purposes of set off any monies otherwise due to Supplier (i) under this agreement, (ii) under any other agreement or contract with the County including any agreement or contract for a term commencing prior to or after the term of this agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this agreement for the purposes of set off as to any amounts due and owing to the County for any reason whatsoever, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.
21. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Director of Purchase, but must instead only be heard in the Supreme Court of New York, with venue in Orange County, or, if appropriate, in the federal district Court, with venue in the Southern District of New York, White Plains division.
22. The County is exempt from any sales, excise or federal transportation taxes and the provisions of the New York Feld-Crawford Act and the Federal Robinson-Patman Act.
23. This agreement is made pursuant to the provisions of Section 369 of the County Law and Resolution No. 18 of 1954 adopted by the Orange County Board of Supervisors on December 23, 1954.
24. This purchase order is subject to Sections 103-a and 103-b of the General Municipal Law.