

## **INSTRUCTIONS TO VENDOR**

1. This order is placed subject to shipment at prices and amounts not in excess of those indicated on the face of the order.
2. Each shipment must be shipped to address, labeled plainly with our Purchase Order Number.
3. Complete packing list must accompany each shipment.
4. Materials received in excess of quantities specified herein may be, at our option, returned at the shipper's expense.
5. Invoice, showing Purchase Order Number and terms of payment must be mailed to us on date of shipment.
6. On all invoices subject to discount, the discount will be calculated from date correct invoice and/or goods are received.
7. All invoices are to be sent to the department shown on this order.
8. All applicable N.C. Sales Tax and Use Tax shall be shown as a separate item on the invoice.
9. Where material is shipped against this order by parties other than you, shipper must be instructed to show our Purchase Order Number on all packages and shipping labels.

## **PURCHASE ORDER TERMS AND CONDITIONS**

The seller agrees that the following terms and conditions will be applicable.

1. To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements. In addition, any contract for purchases, services, construction/renovation or repair shall include a provision in the contract that requires the contractor to ensure compliance by any subcontractors subsequently hired by the contractor.
2. Purchaser will not be responsible for any goods delivered without purchase order.
3. Seller will send separate invoice for each purchase order number.
4. The risk of loss and damage to the goods on this order shall be and remain with seller until the goods are delivered to the destination set out in the order and accepted by the purchaser.
5. In the event of seller's failure to deliver as and when specified or to perform as and when specified, purchaser reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and seller agrees that purchaser may return part or all of any shipment so made and may charge seller with any loss or expense sustained as a result of such failure to deliver or to perform.
6. In the event any article, service, or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright, or application for either, seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims, suits or judgments on account of the use or sale of such article or the use of such service or process in violation of rights under such patent, copyright, or application for either.
7. Invoices are to be sent to the Department shown on this order
8. If seller performs services or constructs, erects, inspects or delivers hereunder, seller will indemnify and save harmless buyer from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen to occur in connection therewith.
9. Seller agrees not to release any advertising copy mentioning purchaser or quoting the opinion of any of purchaser's employees.
10. Seller represents and warrants that no Federal or State statute or regulations or municipal ordinance, has been or will be violated in the manufacturing, sale and delivery of any article or service sold and delivered hereunder and if such violation has or does occur, seller will indemnify and save harmless purchaser from all loss, penalties, or the payment of all sums of money on account of such violation.
11. Any contractors supplying both services and materials shall be paid all sales or use taxes on materials so furnished and shall indemnify and save harmless purchaser from any damages, costs, expenses or penalties on account of such taxes.
12. Purchaser may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous customs, practice or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in event of conflict with any terms or seller's proposal, and are not subject to change by reason of any written or verbal statements by seller or by any terms stated in seller's acknowledgement unless same be accepted in writing by the entity.
14. This purchase transaction and any subsequent actions resulting there from, shall be governed by the laws of the State of North Carolina.
15. By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.
16. FEDERAL FUNDS: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)