

TERMS AND CONDITIONS

DEFINITIONS: The City of Gainesville d.b.a. Gainesville Regional Utilities shall be referred to as "GRU". The "Vendor" means the person, firm or corporation that is to perform the work or services hereunder.

CONDUCT OF WORK: Services will be performed with the skill and care which would be exercised by comparable qualified persons performing similar services. If the failure to meet these standards results in deficiencies in the work, the Vendor shall re-perform such non-conforming services necessary to correct such deficiencies at no extra cost to GRU.

INSPECTION: All materials ordered are subject to inspection and test by GRU. GRU shall have the right to reject or to require correction of material found not to conform with this Purchase Order. At GRU's option, rejected material will be held for the Vendor's instruction or, at the Vendor's risk, returned at the Vendor's expense. Payment for material prior to inspection shall not constitute GRU's acceptance.

ACCEPTANCE: No acknowledgment, or other document written or executed by the Vendor or forwarded by the Vendor to GRU after the date of this Purchase Order, containing terms or conditions other than those specified herein, shall be binding on GRU unless any such instrument shall be signed by the person who signed the Purchase Order on behalf of GRU and such instrument shall have been returned to GRU.

DELIVERY: Shipment shall be F.O.B. point of delivery unless otherwise stated. Time is of the essence in the filling of this order. No delays in shipment of equipment or materials or rendition of services will be permitted except as authorized by GRU in writing. Please notify GRU at once of anticipated delay. Excessive or unusual transportation charges caused by the Vendor's inability to perform by specified date and in specified quantities shall be charged to the Vendor.

DELAY: GRU shall have the right to delay performance for up to three months. If GRU delays performance for more than three months and either GRU or the Vendor elects to terminate this Purchase Order because of such delay, the Vendor's sole remedy shall be reimbursement for reasonable costs, not in excess of the Purchase Order price, reasonably expended and directly attributable to the preparation for or in performance of the Purchase Order including a reasonable allowance for overhead and profit. All goods and materials paid for by GRU shall be delivered to GRU.

CANCELLATION: GRU reserves the right to cancel this order if the Vendor has not performed by a specified date for delivery/performance, or in specified quantities, or if any other term or condition is not in compliance. In the event of cancellation pursuant to this clause, GRU may procure similar material or services elsewhere by purchase order or otherwise and the Vendor shall be liable to GRU for excess costs.

COMPLIANCE WITH LAWS AND REGULATIONS: The Vendor agrees that it will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the materials or services called for by this Purchase Order; any provisions required thereby to be included herein shall be deemed to be incorporated by reference.

INSURANCE: If insurance is required, the Vendor shall maintain insurance acceptable to GRU in full force and in effect throughout the term of this Purchase Order and, upon request, the Vendor shall provide to GRU a certificate of insurance with GRU named as additional insured.

WARRANTY: Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact, and any other expressed warranties, the Vendor expressly warrants all items to be free from defects in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Vendor, shall be extended to GRU. All warranties shall survive inspection, test acceptance of and payment by GRU. The Vendor will provide GRU with the same standard commercial warranty for the materials or services it would provide to buyers of a class similar to GRU under conditions similar to those specified in this order and comparable prices.

WARRANTY OF PRICE: The Vendor warrants that GRU shall not be billed at prices higher than stated on this Purchase Order without written approval from

Utilities Purchasing. The Vendor represents that the prices charged for the equipment, materials and services covered by this order are the lowest prices charged by the Vendor to buyers of a class similar to GRU under conditions similar to those specified in this order and the prices comply with the applicable government regulations in effect at the time of quotation, sale or delivery. The Vendor agrees that any price reduction made in the equipment, materials or services covered by this order subsequent to the placement of this order will be applicable to this order.

TAX EXEMPTION: The City of Gainesville is tax-exempt for most purchases. A Consumer's Certificate of Exemption is available at www.gru.com.

INDEMNIFICATION: The Vendor shall indemnify and hold harmless GRU from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the Vendor or by or in consequence of any neglect in safeguarding the work through use of unacceptable materials or workmanship or by or on account of any activity or omission, neglect or misconduct of the Vendor or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or from any claims or amounts arising or recovered under the "Worker's Compensation Law" and non-compliance with any local, state or federal codes, ordinances, orders or statutes, including the Occupational Safety and Health Act. This guarantee is in addition to and not intended as a limitation to any other warranty, express or implied. The City of Gainesville has adopted a Resolution that formally adopts the policy that the City does not contractually agree to indemnify other parties except in certain limited circumstances.

CLEAN UP: If work is performed on GRU property, the work shall not be considered complete until all rubbish and unused material due to or connected with the work is removed and the premises are left in a safe and tidy condition.

MSDS: If applicable, the Vendor shall provide to GRU upon delivery of materials, all material safety data sheets.

PUBLIC RECORDS: All materials submitted and received by GRU become public records subject to the Florida Public Records Law, Chap. 119, F.S.

DEBARMENT: This Purchase Order may be rescinded upon discovery that the Vendor has committed any act that would be cause for debarment under the Florida Statutes or GRU's Purchasing Procedures.

CODE OF ETHICS:

City employees shall have no interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activities nor incur any obligation of any nature which is in conflict with the City's Code of Ethical Standards and Florida Statutes, Chapter 112, as applicable. To this end, City employees are expected to demonstrate the highest standards of personal integrity in public activities and conduct their duties in ways that are free from the inference or perception that favorable treatment was sought, received or given and to avoid any interest or activity which is in conflict with the conduct of official duties.

PATENTS: The Vendor warrants that the use or sale of the work or services will not infringe on any valid patent, trademark, trade secret or trade name.

CREDIT LETTER: An approved form Letter of Credit is available at www.gru.com.