

THE FOLLOWING CONTRACT CONDITIONS ARE APPLICABLE TO THIS PURCHASE ORDER

Delivery of Goods. Seller shall transfer and deliver to the City of Tucson (hereafter referred to as "City") the goods stated on this Purchase Order.

Place of Delivery. The goods shall be delivered at City's place of business as stated on this Purchase Order.

Identification-Risk of Loss. Identification of the goods under Section 2-501 of the Uniform Commercial Code shall occur at the moment that this Purchase Order is received by Seller. Risk of loss of the goods shall pass to the City at the time that the goods are actually tendered for delivery.

Applicable Law. This Purchase Order and Purchase Contract (if any) are to be interpreted and enforced according to the provisions of Arizona law, and Seller shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations, including those prohibiting discrimination on the basis of race, color, religion, ancestry, sex, age, physical handicap, national origin, or sexual preference.

Title. Title to the goods shall remain with the seller until the City actually receives the goods.

Warranties. Seller warrants that the goods are merchantable and extends such other warranties as are set forth in the purchase contract (if any) and that the goods are as described in such purchase contract (if any) and on this Purchase Order.

Indemnification. Seller agrees to indemnify, defend, and save harmless the City, its Mayor and Council, appointed boards and commissions, officers and employees, individually and collectively from all fines, suits, claims, demands, subrogations, actions or liability of any kind and nature arising out of the products or services furnished by the Seller.

Right of Inspection. City shall have the right to inspect the goods at the time and place of delivery before accepting them.

Remedies. City and Seller shall have remedies afforded by the Uniform Commercial Code.

Interpretation-Parol Evidence. It is understood by acceptance of this Purchase Order that this Purchase Order and purchase contract, if any, are intended by parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement unless specifically otherwise stated in writing. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence is a cause of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term is defined by the Uniform Commercial Code is used in this agreement, the definition in the Code is to control.

Modifications. This Purchase Order can be modified or rescinded only by a writing signed by the City's Director of Procurement or his duly authorized representative.

Waiver. No claim or right arising out of a breach by Seller of this Purchase Order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the City.

Assignment-Delegation. No right or interest in this Purchase Order shall be assigned by Seller without the written permission of the City, and no delegation of any obligation owed, or of the performance of any obligation by the seller shall be made without the written permission of the City's Director of Procurement. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

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