

## **Richland County Purchase Conditions**

1. **Compliance** – Goods or services herein ordered shall comply with all Federal, State, and local laws.
2. **Prices** – This order is acceptable only at prices stated, any changes must be approved by completed change order authorization form prior to shipment.
3. **Transportation Charges** – (A) Transportation shall be FOB – Destination – as cited on purchase order(s) and/or contract(s), (B) vendor shall be responsible for and/or all transportation charges, both ways, on material rejected for failure to meet specifications or for incorrect or defective material, (C) purchase order and/or contract number shall be clearly reflected on the shipping container(s).
4. **Inspection** – All materials/equipment must be in conformity with specifications and shall be subject to inspection and approval after delivery – any items found defective or not in compliance with specifications will be returned at vendor’s expense.
5. **Changes in Purchase Order** – This order is considered a contract. No changes in the provisions of this order will be permitted without an authorizing change order being issued by the Procurement Department.
6. **Substitutions** - No substitutions will be allowed or accepted.
7. **Termination/Cancellations** – (A) Purchaser reserves the right to cancel all or any part of this order if shipment is not made as specified, (B) termination of contract upon and for the convenience of the County, (C) termination of contract for cause, default, or negligence on the part of the vendor or contract, (in case of default, the County reserves the right to purchase any or all items or services in open market, charging vendor or contract with any excessive costs).
8. **Non-Appropriation** – Any contract shall be subject to cancellation without damages on obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year.
9. **Payment Terms** - Richland County’s payment terms for goods or services are net 30 days. Discounts for prompt payment offered by vendor shall be considered.
10. **Invoices** – Vendor to render separate invoices as per specifications contained in this order shall contain, as a minimum, (A) name of vendor, (B) purchase order number, (C) description of goods and services, (D) price and quantity of material or services delivered, (E) shipping and payment terms.
11. **Authorization** – Vendors are cautioned that employees of the County are not permitted to pick up merchandise without an authorized purchase order number, (excluded are emergencies occurring outside regular County business hours).
12. **Indemnity** – If this contract for goods or services involves work on County property, the contractor/vendor shall save harmless the County from any damages to any person or property that may arise out of the performance of this contract and, further, the contractor/vendor shall carry insurance satisfactory, in amount and kind, for the duration of the contract.