

**GASTON COUNTY**  
**Purchase Order Terms and Conditions**

By acceptance of this purchase order (p.o.), the vendor or contractor, (referred to as the Seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions. If this p.o. references an already executed Gaston County contract, and conflicts exist, said contract takes precedence.

Form Revision Date 4-6-20

1. **QUESTIONS:** Contact the **Ordering Department**.
2. **PURCHASE ORDER NUMBER:** The p.o. number must appear on all correspondence, invoices, packing slips, and bills of lading.
3. **PRICE:** This p.o. authorizes the prices shown. If prices or terms do not agree with your quotation, notify the **Ordering Department** immediately. All prices are quoted **F.O.B. DESTINATION** unless indicated otherwise.
4. **INVOICES:** Submit all invoices to P.O. Bill To address. Invoice each p.o. separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order.
5. **PAYMENT TERMS:** Payment terms are Net 30 days from receipt of a correct invoice or acceptance of goods, whichever is later. County does not agree to pay late charges, interest or attorney fees assessed by the Seller for any reason. Invoices are payable in U.S. funds.
6. **TAXES:** **Gaston County is not Tax-Exempt.** Prices shown on this p.o. do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the Seller's invoice.
7. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed without consent by the ordering department. Any unauthorized quantity is subject to rejection and return at Seller's expense.
8. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. Seller shall absorb any increase in rates becoming effective after the date hereof. Seller shall assume and pay all extra expense occurring on account of improper packaging.
9. **SERVICES PERFORMED:** All services rendered under this p.o. will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Gaston County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
10. **INSURANCE:** A Seller providing services/labor on Gaston County property shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; Gaston County, PO Box 1578, Gastonia, NC 28053 shall be named as additional insured. (b) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (c) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. If providing professional services, must provide Professional Liability insurance in an amount not less than \$1,000,000 per occurrence. Certificates of Insurance shall be furnished prior to the commencement of Services/Labor.
11. **APPLICABLE LAWS:** The laws of State of North Carolina and County of Gaston apply. By the acceptance of this p.o., Seller represents that the goods covered by this p.o. are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Gaston County against any loss, cost, liability or damage by reason of Seller's violation of any laws. County does not agree to binding arbitration.
12. **CANCELLATION:** Gaston County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the Seller not to perform as agreed.
13. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the Seller until acceptance has been made by the County. If goods are rejected, they will be returned at Seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the Seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the Seller.
14. **WARRANTY:** The Seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The Seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold Gaston County harmless in the event of any infringement or claim thereof. Additionally, Seller warrants that the goods are free and clear of all liens and encumbrances and that Seller has a good and marketable title to the same.
15. **HAZARDOUS CHEMICALS:** Each container of a hazardous chemical shall be labeled as required by OSHA, Department of Transportation and EPA. **MATERIAL SAFETY DATA SHEETS (MSDS):** The Seller shall ensure that the County is promptly provided appropriate current MSDS.
16. **INDEPENDENT CONTRACTOR:** Unless otherwise described herein, it is mutually understood and agreed that the Seller is an independent contractor and is not an agent of Gaston County.
17. **NON-DISCRIMINATION POLICY:** Seller shall comply with all applicable federal civil rights laws, including the Americans with Disabilities Act (ADA).
18. **E-VERIFY:** Pursuant to North Carolina Session Law 2015-294, certification is applicable for all contracts entered into by Gaston County, except for contracts solely for purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in NCGS 143-133.3, piggy-back contracts and travel purchases. **Certification:** Seller shall comply with the requirements of Article 2 of Chapter 64 of General Statutes. If Seller utilizes a subcontractor, Seller shall require the subcontractor to comply with said requirements.
19. **IRAN DIVESTMENT ACT:** Per NCGS 147, Article 6E, by accepting this p.o. Seller certifies as of p.o. date, it is not listed on the Final Divestment Lists ("Lists") created by the State Treasurer found at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran)
20. **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). Uniform Guidance contract provisions apply to all federally funded contracts; additional FEMA contract provisions apply relative to FEMA funded and/or reimbursement. Gaston County's Uniform Guidance (UG) and FEMA contract provisions can be found at [https://www.gastongov.com/Documents/Budget/UGandFEMA\\_PO\\_Attachment.pdf](https://www.gastongov.com/Documents/Budget/UGandFEMA_PO_Attachment.pdf)