

# Mesa Gateway Airport Authority

## Purchase Order Terms and Conditions

**ACCEPTANCE:** Fulfillment of any part of this purchase order shall constitute Vendor's acceptance of these terms and conditions and shall warrant compliance with them.

**INCORPORATION BY REFERENCE:** In the event of conflict, the Terms and Conditions in any RFQ, IFB, RFP, or any executed contract document shall supersede Purchase Order language.

**INVOICES:** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later). Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

**DELIVERY:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. Vendor shall retain title and control of all goods until they are delivered and accepted by Mesa Gateway Airport Authority (MGAA). All risk of transportation and all related charges shall be the responsibility of Vendor. All claims for visible or concealed damage shall be filed by Vendor. MGAA will notify Vendor promptly of any damaged goods and shall assist Vendor in arranging for inspection.

**RISK OF LOSS:** Vendor shall bear all loss of conforming material covered under this purchase order until received by authorized personnel at the location designated on the purchase order. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Vendor regardless of receipt.

**COMPLIANCE WITH APPLICABLE LAWS:** Vendor shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

**INDEMNITY:** To the fullest extent permitted by law, Vendor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless MGAA and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against MGAA by reason of this purchase order or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Vendor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this purchase order, including but not limited to, any injury or damages claimed by any of Vendor's and subcontractor's employees.

**REMEDIES AND APPLICABLE LAW:** This Purchase Order shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to conflict of laws principles, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.

**WARRANTY:** The Vendor expressly warrants that all goods delivered under this purchase order will conform to the requirements of this purchase order (including all applicable descriptions, specifications, drawings and samples), will be free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. Unless otherwise specified, all items shall be guaranteed for the minimum period of one year against defects in materials and workmanship. During that period, if a defect should occur, that item shall be repaired or replaced by the Vendor at no cost or obligation to MGAA, except where it is shown that the defect was caused by misuse and not faulty manufacturer. Any inspection or acceptance of the goods by MGAA shall not alter or affect the obligations of Vendor or the right of MGAA under the foregoing warranties.

**INSPECTION:** Payment for the goods and/or services delivered does not constitute acceptance of the goods and/or services. MGAA has the right to inspect the goods and to reject any or all of the goods which are in MGAA's judgement defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to Vendor at Vendor's expense and in addition to MGAA's other rights. MGAA may charge Vendor all expenses of unpacking, examining, repacking and reshipping those goods. In the event MGAA receives goods whose defects or nonconformity is not apparent on examination, MGAA reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relive in any way the Vendor' from the obligation of testing, inspection and quality control.

**TERMINATION FOR CONVENIENCE:** MGAA reserves the right to terminate this purchase order or any part hereof for its sole convenience. In the event of such termination, Vendor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Vendor shall not be paid for any work done after receipt of the notice of termination.

**TERMINATION FOR CAUSE:** MGAA reserves the right to terminate this purchase order or any part hereof for cause in the event of any default by Vendor, or if Vendor fails to comply with any of the terms and conditions of this purchase order. Late deliveries, deliveries of products which are defective or which do not conform to this purchase order, and failure to provide MGAA, upon request, with adequate assurances of future performance shall all be causes allowing MGAA to terminate this purchase order for cause. In the event of termination for cause, MGAA shall not be liable to Vendor for any amount, and Vendor shall be liable to MGAA for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that MGAA has improperly terminated this purchase order for default, such termination shall be deemed a termination for convenience.

**INSURANCE:** Vendor shall maintain all required insurance coverage.

**ASSIGNMENT:** Goods and services covered by this purchase order shall not be assigned in whole or in part without the prior written consent of MGAA.

**GRATUITIES:** MGAA may, by written notice to Vendor, cancel this purchase order if it is found by MGAA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of MGAA towards securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order.