

BOROUGH OF WOODCLIFF LAKE, NJ 07677
PURCHASE ORDER (CONTRACT) TERMS AND CONDITIONS

- 1. Compliance with laws.** All labor, materials, goods or services shall be in strict accordance with and local, state and federal laws, rules and regulations applicable to this contract and to the performance thereof.
- 2. Approval.** If this contract requires the supplier of the labor, material, goods or services, which are the subject of this contract, to be approved, then this contract is conditioned upon the receipt of such approval by the proper authorities.
- 3. Assignment.** This contract or any part thereof shall not be assigned, or performance hereunder delegated, or sublet without first obtaining the Borough's written approval.
- 4. Delivery.** The price includes delivery of all materials and goods F.O.B. job, freight and cartage prepaid, at job locations the Borough will indicate, unless contract specifies otherwise.
- 5. Save Harmless.** The Contractor covenants and agrees to protect, defend, and save harmless the Borough, its agents, consultants, or representatives against any damage for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by contract, and Contractor further agrees to indemnify and save harmless the Borough, its agents, consultants, or representatives from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the Contractor, his servants, or agents. In case of default by Contractor, The Borough of Woodcliff Lake may procure the material, equipment, goods, or services covered by this contract from other sources and hold the Contractor responsible for any excess occasioned thereby.
- 6. Payments.** Payments will be made by voucher to the Contractor in accordance with standard Borough procedures.
- 7. Security.** The Borough reserves the right to require the Contractor to provide security in the form of a performance bond in an amount to be determined by the Borough.
- 8. Insurance.** The Borough reserves the right to require the Contractor to maintain proper insurance to protect against all claims under Workers' Compensation and Employer liability, General liability, and Automobile liability. Certificates of Insurance, when required, shall be in an amount and with an insurance carrier satisfactory to The Borough.
- 9. Inspection.** Material, equipment, goods, or services are subject to inspection and testing by the Borough or its designated agents. Should any material, equipment, goods, or services fail to meet Borough requirements during such inspection or test, the materials, equipment, goods, or services shall be rejected and shall be immediately replaced by the Contractor, at the Contractor's risk and expense.
- 10. Warranties.** The Contractor warrants that all material, equipment, goods, or services that are the subject of this contract will conform with applicable drawings, specifications, samples, and/or other descriptions given to the Contractor and will be free from defects. Without limitations of any rights which The Borough of Woodcliff Lake may have at law by reason of any breach of warranty material, equipment, goods, or services which are not warranted may be returned at Contractor's expense for either credit or replacement as The Borough of Woodcliff Lake may direct.
- 11. Changes.** The Borough of Woodcliff Lake reserves the right to make any changes relating to this contract. If any such changes may cause a substantial variation in the cost of furnishing the material, equipment, goods, or services covered hereby, the price shall be varied in the same ratio. Any claim of additional compensation hereunder must be asserted with thirty (30) days after such change is ordered. Failure of the Contractor to so assert its claim shall operate as a waiver.
- 12. Termination.** The Borough of Woodcliff Lake may terminate this contract, in whole or in part, at any time by written or telegraphic notice to Contractor at his last known address of business. The Borough of Woodcliff Lake liability for costs arising out of any such terminated contracts shall not include anticipatory profits or other damages.
- 13. Modification of Agreement.** No modification of this contract shall be binding upon The Borough of Woodcliff Lake, unless made in writing and signed by the Purchasing Agent or other duly authorized representative of The Borough of Woodcliff Lake.
- 14. Integration.** This contract represents the entire agreement between the parties and both parties hereby covenant and agree to adhere to all of its terms and conditions in performing all obligations expressed herein.