

## PURCHASE ORDER TERMS AND CONDITIONS

Herein: "HACCSJ" is the Housing Authority of the County of San Joaquin; and "Seller" is the recipient of this Purchase Order ("PO"). HACCSJ and by accepting order from HACCSJ Seller agree as follows:

- 1.0 Applicable Laws. It is the responsibility of the Seller to ensure that all items/services provided in response to this PO are provided in compliance with all applicable Federal, State and local laws, statutes and codes. Seller agrees and understands that HACCSJ is a public housing agency and this PO may be governed by applicable HUD regulations.
- 2.0 Applicable Documents. All of the terms and conditions ("T&C") listed within each of the following documents are hereby included by reference as a part of these T&C and by executing and returning the accompanying cover page, the Seller thereby agrees to abide by all such terms and requirements and those listed on this T&C that the HACCSJ chooses to, at any time during the effective period of this PO, or any ensuing issue, implement (the Seller must inform the HACCSJ in writing if he/she wishes to receive a copy of any of these documents): (a) All documents issued as a part of the applicable competitive solicitation process noted on the PO; (b) form [HUD-5369-B](#); form [HUD-5369-C](#); form HUD-5370-C, Sections [I](#) and [II](#); form [HUD-5369](#); form [HUD-5369-A](#); form [HUD-5370](#); form [HUD-5370-EZ](#); [Table 5.1 of HUD Procurement Handbook 7460.8 REV 2](#); and the applicable contract clauses contained within [24 CFR 85.36\(i\)](#).
- 3.0 Conflicting Terms. These T&C may only be modified by the HACCSJ in writing. In the case of any T&C herein that may be in conflict with any other T&C listed herein (including the documents listed within the preceding 2.0), the HACCSJ shall decide which T&C shall comply. Any T&C listed within any of the HUD forms listed within 1.0 herein shall take precedence over any T&C listed on any non-HUD document listed herein. These T&C shall automatically take precedence over any similar terms and conditions listed on a supplier or contractor receiving document or invoice.
- 4.0 Cancellation. The HACCSJ reserves the right to cancel this order or any portion thereof at any time for its convenience or for default by the Seller.
- 5.0 F.O.B./Delivery. Unless specifically approved by the HA in writing (i.e. typically, as entered on the PO), no additional freight costs are approved by the HACCSJ and may not be added to any invoice that ensures thereto. HACCSJ shall have the right to specify the date, time, place, method and sequence of delivery. All goods/items shall be shipped at the expense and risk of Seller until receipt by HACCSJ.
- 6.0 Hazardous Materials. If the Seller is furnishing items that contain hazardous materials, it/he/she must, compliant with applicable law, label each container listing the identity of such material. Each such container must also be identified on the exterior with the appropriate hazard warning. Further, the Seller must, at the time of delivery to the HACCSJ, furnish the necessary MSDS for each chemical, substance, or product listed on this order.
- 7.0 OSHA. The Seller certifies that all items/services furnished as a result of acceptance of this PO conforms to and complies with the current OSHA Act.
- 8.0 Invoices. An original or "Certified to be a True Copy" invoice is required for payment and must reference the HACCSJ's PO number and shall be accompanied by a copy of the receiving document showing the certifying signature of the HACCSJ staff that received the items/services.
- 9.0 Prompt Payment Discounts. The Seller's prompt payment discount is to be calculated from the date of delivery of the items/services and the receipt of the correct invoice by the HACCSJ. Unless otherwise agreed to by the HACCSJ in writing, all payments shall be made by the HACCSJ on a Net 30 basis, 30 days as calculated from the date of receipt by the HACCSJ of a fully and properly completed invoice after the listed items/services have been received in full.
- 10.0 Quantity/Price. Changes in quantity and price listed on this PO will not be accepted by the HACCSJ without the prior written approval of the HACCSJ officer that issued the PO.
- 11.0 Taxes. The HACCSJ is not exempt from State sales tax and accordingly should be charged such tax by the Seller.
- 12.0 Liens Prohibited. By acceptance of this PO the Seller thereby agrees that he/she is, as required by HUD regulation, prohibited from filing any lien against the HACCSJ pertaining to the items/services detailed on the PO. It is agreed that Seller shall not reserve a security interest in the goods/items sold under this agreement once said goods/items are delivered. It is further agreed that Seller shall in no way cause or permit an encumbrance of the goods/items by others, including manufacturer."
- 13.0 Inclusion of Manufacturer's Warranty/Replacement of Defective Items/Parts. Seller will, at the time of the delivery, provide HACCSJ with written guaranties and warranties for all goods and products delivered to HACCSJ. Seller agrees to replace and/or repair any defective items/services within thirty (30) days of delivery and at no cost to HACCSJ.