

City of Olathe

General Terms and Conditions for Purchase Order

1) These Terms and Conditions control where they do not conflict with any terms and conditions noted on the purchase order or any special conditions, detailed specifications, pricing, and terms and conditions of the solicitation document (IFB, RFP) that apply to a purchase order. These Terms and Conditions control over any conflicting terms and conditions found in an invoice or other form provided by vendor.

2) No changes may be made in a purchase order without written authorization of the Procurement Division.

3) Materials must be properly packaged and marked with the purchase order number. The City of Olathe (City) will inspect the order at delivery point unless otherwise specified. The City will not accept damaged materials. Rejected material will be returned to the vendor at the vendor's risk and expense. Vendor will reimburse the City for any expenses that City incurs in returning the rejected materials to the vendor.

4) The City may grant the vendor additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any delay in delivery must have prior written approval of the City.

5) All goods delivered must comply with all Federal, state, and local laws, and the vendor will indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damages, liability, or expense arising from fulfillment of the purchase order.

6) All prices must be F.O.B. delivery point. All delivery costs, surcharges, handling, and other charges must be included in cost of goods or services purchased. Where a specific purchase is negotiated as F.O.B. shipping point, the vendor will prepay shipping charges and add to invoice. The City will not pay additional surcharges. The City reserves the right to arrange shipping through a third-party vendor should that arrangement be in the City's best interest. Regardless of F.O.B. point, vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered, which may for any reason occur prior to acceptance by City. No such loss, injury, or destruction shall release vendor from any obligation.

7) Any terms and conditions found in an invoice or other form provided by vendor are null and void to the extent such terms and conditions conflict with the provisions of O.M.C. 3.50.150 (Prohibited Contractual Provisions in City Contracts).

8) Interpretation of the purchase order and these or any other applicable terms and conditions, as well as any disputes arising out of or related to the purchase order or any applicable terms and conditions, will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice of law principles. Jurisdiction and venue for any suit arising out of or related to the purchase order and any applicable terms and conditions will be in the District Court of Johnson County, Kansas.