

CITY OF REVERE, MA

STANDARD TERMS AND CONDITIONS

1. The City of Revere is NOT responsible for goods, materials, supplies, equipment, or services, delivered and/or performed by vendor without a valid Purchase Order.
2. Purchase Order number must appear on all invoices and correspondence, or invoices will be rejected by the City of Revere.
3. Vendor shall not over ship or substitute goods, materials, supplies, or equipment without prior written approval from the appropriate City of Revere department or Purchasing Agent. The vendor shall ship exactly as ordered.
4. There is no understanding or agreement pertaining to this Purchase Order other than that expressed herein, and your acceptance is limited to and shall be governed by the terms and conditions set forth herein. Notice is hereby given that the City of Revere will not accept or agree to any terms and conditions in addition to or inconsistent with those set forth herein.
5. This Purchase Order is subject to modification or cancellation by the City of Revere in the event of fire, act of God, public enemy, earthquake, floods, strikes, labor troubles or any other cause beyond the City's reasonable control. This Purchase Order is subject to modifications, revocations, or cancellations by the City of Revere at any time prior to acceptance by vendor. Notwithstanding paragraph 4 above, and after acceptance by vendor, the terms and conditions may be modified in writing if agreed to by both Parties.
6. Vendor hereby expressly warrants that the goods shipped hereunder shall conform to the description and specifications as provided herein, and shall be of good design, material, workmanship, free of defects, and shall be merchantable and shall be fit for the purpose for which the goods, materials, supplies, equipment, or services are required by the City of Revere. No disclaimer, exclusions, limitations, or modifications of any of the aforesaid warranties shall be deemed effective.
7. All materials, supplies, and equipment received are subject to inspection and acceptance by the City of Revere.
8. No drafts or purchases made by the City of Revere will be honored unless agreed to in writing by the City of Revere.
9. By providing goods, materials, supplies, equipment, or services in accordance with this Purchase Order, the vendor warrants that it has complied with all applicable Federal, State, and local laws and regulations.
10. Purchases made by the City of Revere are exempt from Federal excise taxes and Massachusetts sales taxes and prices noted will exclude any such taxes. Tax exemption certificates will be furnished upon request.
11. Certain services are subject to Massachusetts Prevailing Wage law requirements M.G.L. c. 149, §§ 26 and 27. To the extent applicable, the vendor acknowledges receipt of the wage rate schedules for services to be provided under this Purchase Order.