

IndyGo Purchase Order Terms and Conditions

ACCEPTANCE:

Seller's acceptance of this Purchase Order constitutes acceptance of all terms and conditions herein, and a contractual condition will then exist.

GENERAL:

This Agreement shall be governed by laws of the State of Indiana. Either party may terminate this Agreement by notice in writing for failure of the other to comply with any of its terms and conditions. Seller shall not be responsible for failure to provide merchandise or render service due to strike, flood, fire, and other causes beyond its control as detailed in writing to Buyer.

COMPLETE AGREEMENT:

The terms and conditions as stated herein, including insertions, amendments, modifications and/or supplements made in accordance herewith by the Buyer constitutes the complete agreement between Buyer and Seller and shall prevail notwithstanding any variance with the terms and conditions of any documents submitted by Seller.

COMPLIANCE AGREEMENT:

Seller represents and warrants that the performance of this order and the furnishing of merchandise and/or service called for shall be in accordance with the applicable standards, provisions and stipulation of all pertinent Federal, State, and local laws, rules, regulations, and ordinances.

TITLE:

Title to the merchandise specified on this order passes to the Buyer at the time of delivery or at the time of acceptance of this Purchase Order by the Seller, whichever is later.

CASH DISCOUNT:

Period of computation for a cash discount will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If corrections to delivery and/or invoice are required, computation period shall commence on date of final approval for payment by the Buyer.

REPORT OF DISCREPANCY:

Any departure from the specification of this Purchase Order must be reported to the Buyer for approval prior to delivery. Failure to comply may result in rejections of the merchandise and/or service.

REJECTION:

All merchandise purchased herein is subject to approval of the Buyer. Any rejection of the merchandise because of nonconformity to these terms and condition and/or specifications whether held by the Buyer or returned will be at Seller's risk and expense.

SUBCONTRACT ASSIGNMENT:

Seller shall not, without the written consent of Buyer make any contract with any other person for furnishing any of the merchandise covered by this order or assign this order or any right hereunder.

LEINS, CLAIMS, AND ENCUMBRANCE:

Seller warrants and represents that all merchandise furnished is free and clear of all liens, claims, or encumbrances of any kind.

WARRANTY:

Seller warrants merchandise furnished on this order, conforms to the specifications herein, and is fit for the purpose for which such merchandise is ordinarily employed; except if stated in a "special condition" the merchandise must then fit that particular purpose. Seller and Buyer agree that this order does not exclude, or in any way limit other warranties provided for in this agreement or by law.

PATENT, TRADEMARK AND COPYRIGHT INDEMNITY:

Seller agrees to indemnify Buyer and hold it harmless from and against all claims, liability, loss, damage, or expense including counsel fees, arising from or by reason of any actual or claimed trademark, patent, or copyright infringement, or litigation based thereon, with respect to the merchandise or any part thereof covered by this order and such obligation shall survive acceptance of the merchandise and payment therefore by the Buyer.

DELIVERY:

For any exception to delivery date when specified or if not specified, deliver in excess of 30 days of date of this order, Seller shall give prior notice in writing and obtain approval thereto from Buyers Purchasing Dept. with respect to delivery under contract, time is of the essence and the Purchase Order is subject to termination for failure to deliver on time. The acceptance by Buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Seller.

PACKING AND SHIPPING:

All merchandise shall be prepared and packed for shipment in a manner that will prevent damage in transit. Buyer is not liable for extra charges for packing, cartage or any other charges unless stated in this Purchase Order. Seller shall mark the order number on packing slip and container.

SHIPPING INSTRUCTIONS:

Unless otherwise agreed, all merchandise is to be shipped FOB destination. Where authorization is granted to ship merchandise FOB shipping point. Seller agrees to prepay all shipping charges, route cheapest common carrier, (unless Buyer specifies otherwise) and to bill Buyer as a separate item on the

invoice for said charges. Each invoice with shipping charges shall contain a copy of the freight bill indication that payment has been made. It is also agreed that Buyer reserves the right to refuse COD shipments.

RISK OR LOSS:

Regardless of FOB point, Seller agrees to bear all risk of loss, injury, damage, or destruction of merchandise ordered wherein which occurs prior to delivery to Buyer and such loss, injury, damage, or destruction shall not release Seller from any obligation thereunder.

TERMINATION:

If Seller becomes insolvent or makes an assignment for the benefit of its creditors, or if a petition in bankruptcy is filed by or with respect to Seller, Buyer may, by notice in writing terminate this order without liability to Seller except for items already accepted by Buyer. Buyer may terminate this order at any time under other circumstances by notice in writing to Seller, in such event Buyer shall pay such termination charges as may be agreed upon and if agreement cannot be reached, Buyer will be liable for such sums as may lawfully be owing to Seller on account of such termination, but in no event shall Buyer be liable for any loss of profits on the order or portion thereof so terminated.

NON-DISCRIMINATION:

In accordance with Executive Order 11246, including all amendments thereto. Seller agrees not to discriminate against any applicant for employment, employee, business person, or establishment because of race, color, sex, age, disability, or national origin.

BUY AMERICA PROVISIONS:

This procurement is subject to the Federal Transportation Administration (FTA) "Buy America" requirements in 49 CFR 661, Seller acceptance of this order hereby certifies it will comply with the requirements of section 165 (a) of the Surface Transportation Act of 1982, and the applicable regulations in 49 CFR Part 661.

"Every Contractor is required to meet flowdown requirements of FTA clauses as defined in FTA Circular 4220.1F"