

**MENDOCINO COUNTY**  
**GENERAL CONDITIONS FOR PURCHASE ORDERS**

The following provisions are hereby made a part of the Purchase Order contract and Vendor, by the acceptance of this order, the signer agrees thereto:

1. All products delivered must conform to the current specifications of Title 8, California Safety Code (CAL-OSHA).
2. No alteration in any of the terms, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of the County of Mendocino.
3. No charges will be allowed for packing, wrapping bags, containers, reels, etc., unless otherwise specified.
4. Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.
5. Materials purchased are subject to the approval of the County of Mendocino and, if rejected, are held subject to Vendor's risk and expenses incurred for their return.
6. PURCHASE ORDER NUMBER MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
7. ITEMIZED PACKING LIST shall be enclosed in each box or package.
8. All specifications and plans referred to in this order shall form a part of the contract.
9. Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
10. Purchase Orders will be paid only after all items on the order have been shipped and received and all invoices have been received by the Purchasing Agent.
11. Cash discount period on all invoices shall commence on the date correctly completed invoice(s) or shipment is received by the County of Mendocino, whichever is later. If an adjustment or damage occurs on a shipment subject to cash discount, discount will be taken effective on the date final approval for payment is authorized. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
12. The County of Mendocino must pay California state and local sales tax, unless Purchase Order specifically indicates exemption.
13. The County of Mendocino is exempt from Federal Excise and Transportation taxes. Exemption certificate will be furnished upon request.
14. Liens: Vendor, by accepting this Purchase Order, warrants and represents that the goods, wares, or merchandise ordered herein are free and clear from all claims and liens of any nature.
15. Vendor shall hold the County of Mendocino, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all action brought against the County of Mendocino or Vendor because of the unauthorized use of such articles.
16. By Board Resolution, any claim over six months old must be presented to the Board of Supervisors for payment approval.
17. Upon Vendor request, the County of Mendocino will pay up to 50% down prior to receiving the items and the remaining 50% will be paid after the items are delivered to the destination. In no instance shall the County of Mendocino pay more than 50% prior to receiving the items.