

## TERMS AND CONDITIONS

### DELIVERY:

1. The Brownsville Navigation District requires purchase order number on all invoicing and packaging.
2. The Brownsville navigation District will not accept purchases, any consignment goods or preview terms that have not be approved by a purchase order signed by the Purchasing Clerk.
3. All items are to be delivered to location noted on the Purchase Order during normal working hours Monday through Friday from 8:00 A.M. until 5:00 P.M.
4. No substitutions or addition to the items ordered.
5. No price change or cancellation to an order permitted without prior approval of the Brownsville Navigation District.
6. Do not ship freight collect. If terms of this order are other that F.O.B destination, prepay said charges and add to invoice.
7. The Texas Hazard Communications Act/Article 518b, VTCS requires chemical manufacturers and distributors to provide Material Safety Data Sheets (M.S.D.S.'s) for hazardous materials sold. Products covered by the Act must be accompanied by a MSDS and such product labeled in compliance with the law.
8. Any questions regarding this purchase order must be directed to the Requesting Party (956) 831-4592.

### PAYMENT:

1. The Brownsville Navigation District, a Political Subdivision of the State of Texas, is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate furnished upon request.
2. Vendor shall submit two (2) copies of an itemized invoiced showing purchase order number.

### INSURANCE AND IDEMNIFICATION:

1. In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of the Brownsville Navigation District in the performance of this order, the Vendor agrees that it will maintain public Liability and Property Damage Insurance in reasonable limits covering the obligations set forth above, and will maintain worker's compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing this order on premises occupied by or under the control of the Brownsville Navigation District.

Vendor further agrees to Indemnify and Hold Harmless the Brownsville Navigation District from and against any and all loss, claim, damages, suits, costs attorney's fees, or expenses in any way connected with the above described activities, except as they may be caused by the negligence or wrongful act of District.