



STANDARD TERMS AND CONDITIONS

DELIVERY:

1. The Brownsville Navigation District requires a purchase order number on all invoices, packing slips, and shipping containers. Failure to comply may delay payment.
2. The Brownsville Navigation District will not accept purchases, any consignment goods or preview terms that have not been approved by a purchase order.
3. All items are to be delivered to location noted on the Purchase Order.
4. Vendor or manufacturer bears risk of loss or damage until property is received/or installed.
5. No substitutions or additions to the items ordered under any purchase order will be allowed without written authorization from the Requesting Party. Material not approved will be returned at no cost to the District.
6. No price change or cancellation to an order is permitted without prior approval of the Requesting Party.
7. All goods are to be shipped F.O.B. Destination unless otherwise stated
8. The Texas Hazard Communications Act/Chapter 502, requires chemical manufacturers and distributors to provide Safety Data Sheets (formerly Material Safety Data Sheets) for hazardous materials sold. Products covered by the Act must be accompanied by a Safety Data Sheet and such product labeled in compliance with the law.
9. All goods and equipment must meet or exceed all necessary city, state, and federal standards and regulations.
10. Any questions regarding a purchase order must be directed to the Requesting Party at (956) 831-4592.
11. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity law and regulations that are applicable to it as a supplier of the buyer.

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 will be furnished upon request.
2. Vendors are required to submit an itemized invoice with remittance slip showing the purchase order number to: Finance Department, Brownsville Navigation District, 1000 Foust Road, Brownsville, TX 78521.

INSURANCE AND INDEMNIFICATION

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 a purchase 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 a purchase order on premises occupied 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, or expenses arising out of Vendor's entry into or operations on District's business premises, or otherwise arising out of Vendor's business operations. This indemnification shall extend to 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 negligence or wrongful act of the District.