



Purchase Order Terms & Conditions:

1. Purchase Order number must appear on all invoices, bills of lading, packing slips and correspondence. Invoices are to be mailed to the KC Board of Public Utilities, Accounting Dept., 540 Minnesota Ave., Kansas City, KS 66101.
2. Delivery: Time of delivery and performance and quantities specified in this Purchase Order are of the essence. Failure of Seller to deliver the Goods and perform on the dates and in the quantities specified shall constitute a material breach of this agreement. Seller shall notify Buyer promptly whenever it shall appear to Seller that Seller will not be able to make the deliveries and perform in accordance with the terms and conditions of this Purchase Order. Buyer's acceptance of deliveries and performance not conforming to the specifications, terms and conditions of this Purchase Order shall not constitute a waiver of Buyer's rights. Delivery shall not be deemed to be complete until Goods and/or Services have been actually received and accepted by Buyer.
3. Title, Ownership, and Risk of Loss: Unless otherwise specified in the Purchase Order, and notwithstanding any agreement to pay freight, express or other transportation charges, title to, and risk of loss of or damages to the Goods shall not pass to Buyer until they actually have been received and accepted by Buyer or its customers at the destination indicated in this Purchase Order.
4. Warranties: Seller warrants that Goods delivered, the packaging, labeling and sorting thereof, any installation, repair, and maintenance of Goods, and any other performance pursuant to this Purchase Order, will be (a) free of infringements of property rights of third parties, including without limitation, any patent, trademark, trade name, copyright or right of publicity; (b) free from defects in material and workmanship; (c) fit for the intended use of Buyer; (d) of a grade and performance in conformity with all specifications, designs, drawings, samples, descriptions, instructions and other items referred to in this Purchase Order. Seller warrants that any services to be performed by Seller hereunder will be performed by Seller, as an independent contractor, in a good and workmanlike manner.
5. Taxes: Unless otherwise noted on the Purchase Order or prohibited by law, Seller shall pay all federal, state and local sales, use, excise and other taxes which may be imposed on the Goods or Services ordered hereby or by reason of their sale or delivery. Any such taxes charged to Buyer shall be separately listed on Seller's invoice.
6. Packing: All Goods shall be suitably packed and marked for shipment, and no charge shall be made to Buyer for containers, wrapping, packing, boxing, crating, delivery, storage or the like unless specifically authorized in this Purchase Order or by Buyer in writing. All cartons and packages must bear Purchase Order number and description or will be rejected.
7. Assignment: Seller shall not assign any of its rights or delegate any of its duties hereunder (whether by written instrument, merger, operation of law or otherwise) without Buyer's prior written authorization. Any such unauthorized assignment of this provision shall be void and shall subject Buyer to all remedies provided by this Purchase Order in equity or under applicable law.
8. Equal Employment Opportunity: Seller agrees to be bound by and to implement, all applicable Federal and State programs requiring equal employment opportunity or preventing employment discrimination by government contracts, and to furnish Buyer with all guarantees or certifications as to such compliance as may be prescribed by any such programs.
9. Insurance In the event that Seller's objections hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to be done on Purchaser's property, or property of Purchaser's customers, the Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall be considered employees of the Purchaser. Seller shall maintain all necessary insurance coverages, including public liability and Workman's Compensation insurance. Seller shall indemnify and save harmless and defend Purchaser from any and all claims or liabilities arising out of the work covered by this paragraph.
10. Force Majeure Purchaser may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such goods at the direction of the Purchaser and shall deliver them when the cause affecting the delay has been removed. Purchaser shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of this agreement at Purchaser's request. Causes beyond Purchaser's control shall include governmental action or failure of the government to act where such action is required, strike or other labor trouble, fire, or unusually severe weather.
11. Inspection/Testing Payment for the goods delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to inspect such goods and to reject any or all of said goods that are in Purchaser's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense and, in addition to Purchaser's other rights, Purchaser may charge Seller all expenses of unpacking, examining,



**Kansas City,  
Board of Public Utilities**

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repacking, and reshipping such goods. In the event Purchaser receives goods whose defects or nonconformity is not apparent on examination, Purchaser reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order shall relieve in any way the Seller from the obligation of testing, inspection and quality control.

12. Assignments and Subcontracting No part of this order may be assigned or subcontracted without the prior written approval of Purchaser.
13. Governing Law: Any contract based on or resulting from or arising out of this Purchase Order shall be deemed to be made in and shall be governed by and construed in accordance with the laws applicable to contracts made and to be performed in the State of Kansas.
14. Entire Agreement: The specifications, terms and conditions of this Purchase Order constitute the entire agreement and understanding between the parties pertaining to the subject matter hereof. No agent of Buyer is authorized to bind Buyer except by this Purchase Order. No interpretation, change, termination or waiver of any of the specifications, terms or conditions hereof shall be binding upon either party unless in writing and signed by the duly authorized officer of that party.

**"EQUAL OPPORTUNITY EMPLOYER"**