

# TERMS AND CONDITIONS

## 1. ACCEPTANCE OF QUOTATIONS

All quotations and acknowledgements are subject to the conditions and terms of the Village of Mount Pleasant specified herein or in any Buyer's specification, bid, quotation or other document or form included by reference. To the extent that such terms and conditions are inconsistent with any provision contained on any Seller's form, the terms and conditions stated herein, or otherwise stipulated by the Buyer, shall govern.

## 2. NO CHANGES MAY BE MADE TO THIS ORDER WITHOUT PRIOR APPROVAL FROM THE VILLAGE OF MOUNT PLEASANT.

## 3. PRICE

In the event a price is not specified on the face of this order, Seller agrees to charge the price last billed or quoted to the Buyer for like quantities, or the prevailing market price, whichever is lower.

## 4. ALL ORDERS ARE EXEMPT FROM STATE AND LOCAL SALES TAXES (TAX EXEMPT NO. 060953).

## 5. CASH DISCOUNT

Discounts shall be computed from the date of receipt of invoice, receipt of merchandise, or completion of service, whichever is later.

## 6. ALL FREIGHT, POSTAGE, OR OTHER DELIVERY CHARGES MUST BE PREPAID AND INCLUDED AS A SEPARATE ITEM ON YOUR INVOICE. C.O.D. OR COLLECT SHIPMENTS WILL NOT BE ACCEPTED.

## 7. INVOICING INFORMATION:

- a. Send **duplicate** invoices directly to:  
Village of Mount Pleasant Accounts Payable  
8811 Campus Drive  
Mount Pleasant, WI 53406
- b. Do not send invoices to the SHIP-TO address.
- c. Reference the Purchase Order on all invoices.
- d. Show discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

## 8. PENALTY CLAUSE

No penalty clause shall be effective unless specifically approved in writing by the village of Mount Pleasant; interest may only be charged at such rate and terms agreed to by the Village and clearly expressed and approved in writing.

## 9. WARRANTY

Seller expressly warrants that all material and work covered by this order will conform to the specifications, drawings, samples or other description, furnished or specified by Buyer, and will be merchantable, of good material and workmanship, free from defects, and fit and sufficient for the purposes intended.

## 10. INDEMNITY

Seller agrees to protect, defend, indemnify and save buyer harmless from any and all judgments, orders, decrees, awards, costs or expenses, including attorneys fees, settlements and claims on account of damage to property or personal injury, including death, which may be sustained by itself, its employees, or Buyer or Buyer's employees or third persons, arising out of or in connection with work done whether such loss, damage, injury or liability is contributed to by the negligence of the buyer or its employees (except that this indemnity shall not apply to damages, injuries, or the cost incident thereto, found to be caused by the sole negligence of the Buyer) the Seller further agrees to provide complete and adequate insurance to indemnify itself and Buyer against same in an amount conforming to industry practices.

Seller who performs on our premises, shall indemnify and hold the Village of Mount Pleasant harmless against any and all mechanic's liens, material men's liens or any other liens.

## 11. ASSIGNMENT

The Seller shall not assign or transfer this contract without the Village of Mount Pleasant's written consent.

**12. CANCELLATION**

Buyer shall have the right to cancel this order without cause, and liability shall be limited to Seller's actual cost for work and materials applicable solely to this order which shall have been expended up to such time when written notice of cancellation has been received by Seller.

Buyer may cancel all or any part of the undelivered portions of this order without liability if Seller does not make deliveries as specified in the schedule or if Seller breaches any of the terms hereof.

**13. CHANGES IN SPECIFICATIONS**

Buyer may, at any time, change the drawings and specifications as to any material and/or work covered by this order. Seller shall immediately notify Buyer of any change in price or time for performance resulting from such changes, and Buyer and Seller shall attempt to equitably adjust same. No modification of price or time shall be effective unless Buyer and Seller agree to the same in writing.

**14. ADVERTISING**

Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer had entered into this contract, except to the extent necessary to comply with a proper request for information from an authorized representative of the Federal, state or local government.

**15. CONTRACT**

The contract and rights and duties of the parties resulting from this order is to be construed according to the laws of the State of Wisconsin.

**16. SEVERABILITY**

If any provision of this contract is determined to be invalid, such invalidity shall not affect the other provisions contained herein.

**17. VENDOR TAX DELINQUENCY**

Vendors who have a delinquent Village tax liability may have their payments offset by the Village of Mount Pleasant.

**18. INSURANCE RESPONSIBILITY**

The contractor performing services for the Village of Mount Pleasant shall:

Maintain worker's compensation insurance, as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The Village reserves the right to require higher or lower limits where warranted.