

PURCHASE ORDER PURCHASE ORDER NO. REVISION PAGE 61978 001 1 of 2

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND CORRESPONDENCE RELATED TO THIS ORDER.

DATE OF ORDER	BUYER	REVISED DATE
12/12/2018	Andrea Bossart	

VENDOR: 19873 Janson Industries 1200 Garfield Avenue SW Canton OH 44706 United States of America

CONTACT: Goss, Erin PHONE: (800) 548-8982 SHIP TO: Civic Center Operations City of Savannah 301 W Oglethorpe Ave Savannah GA 31402

CONTACT: PHONE:

	TERMS SHIP VIA		F.O.B.		GHT TERMS	DELIVER DATE
					Prepaid	12/12/2018
LINE	IT.	EM/DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	THEATRE CUR FEMA / Threatr Requesting Locat	RTAIN re Curtain tion: 6140 0.0000 EA Req Comp: 0	0.0006	EA	53,360.0000	0.00
1	nts:				Total	\$0.00

INVOICING INSTRUCTIONS

- To receive payment, the Original and a duplicate Invoice must be accompanied with SIGNED DELIVERY TICKET OR CERTIFICATION OF SERVICES PERFORMED to City of Savannah Accounts Payable, P.O. Box 1027, Savannah, Ga. 31402.
- 2. Each Purchase Order must have separate Invoices,
- 3. Purchase Order Number and department receiving materials must be shown on invoices, packages, delivery slips, and correspondence.
- 4. All shipments are to be F.O.B. Savannah, Ga. Unless Quoted Otherwise
- 5. No Back Orders will be accepted by City of Savannah.
- 6. Terms: 2% 15 days from receipt of Invoice. Net 30 days if not otherwise stated on Invoice.
- 7. City of Savannah standard terms and conditions apply and are attached.
- 3. Tax Exempt Number 025-813-7808

Send Invoice To:

City of Savannah PO Box 1027 Savannah, GA 31402 MNy 4. Huh

Purchasing Director

Terms and Condition

- 1. Enter our order for the items or services decided subject to conditions set forth in the Order and on the reverse side hereof. Important This Order expressly limits acceptance to terms stated herein and any additional or different terms proposed by the Seller are subjected unless expressly agreed to in writing.
- 2. Unsatisfactory delivery schedule or service will be sufficient cause for cancellation of the Order at no expense to Buyer.
- 3. Seller and Buyer agree as follows:

7.

9.

Seller to package Goods - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided.

- 4. Terms of payment shall commence on the date of receipt by Buyer's designated purchasing office or in an Invoice, conforming with Buyer's purchase order. Return of the invoice by Buyer to Seller for any reason not attributable to the fault of the Buyer will extend the discount period so that it commences on the subsequent date or receipt of such invoice by Buyer.
- 5. Do not substitute material on this Order without authority from Purchasing Department. All material furnished must be specified and will be subject to inspection and approval of Buyer after delivery. Buyer respects the right (payment notwithstanding) to reject and return, at the risk and expense of the Seller, such portion of any shipment which may be defective or fails to comply with specifications, without invalidating the remainder of the order.
 - Unless otherwise provided herein or by law, Seller shall pay all sales, use, excise and other taxes, charges and contributions now or hereafter imposed on, or with respect to or measured by either the goods, furnished hereunder, or the compensation paid to the persons employed in connection with performance hereunder, and Seller shall indemnify provided in the persons of Seller's failure to pay the same.
 - Seller warrants (a) that each and all of the articles herein described are e from defects I esign, workmanship, and materials; (b) that unless otherwise specified herein, all such articles and the components the of are new and live not be previously used; (c) that the said articles are fit for use for their ordinary intended purposes and of pecified h in; (d) that each and all of the articles herein described and the sale and use thereof will not constitute infring ifringement of any patent or infringement it or co of any copyright of trademark, or violation of any trade secret; (e) that none substances sold or transferred under this Purchase Order to buyer as of the time of such or transfer, substances compiled and published by the chen administrator of the EPA pursuant to the Toxic Substance ontrol Act (T et seg).
- 8. Seller shall indemnify and hold Buyer and its employees harmless from an against any and all claims, suits, judgments or expenses (including attorney's fees) which are grounded or based sholly or partially bon alleged negligence in the formation or manufacture of any merchandise sold by the Seller to the Buyer hered ser, of soon any alleged sefect or actual defect in the merchandise, or upon a claim that the merchandise was not of merchantable quality of that it is not fit for the purposes for which it was intended.
 - Either Seller or Buyer shall be excused from per smance of the obligation hereunder when and to the extent that such performance is delayed or prevented by any circumstrates reasonable beyond control or by fire, explosion, and strike or labor dispute or any act or omission of any governmental authority.
- 10. The supplier of goods, materials, equipment a second second by this purchase order certified that they will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex or national origin of such person.
- 11. The Code of Ordinance of the City of Savannah governs all purchases and is hereby made a part of the terms and conditions of this contract by reference.
- 12. The vendor or contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the vendor or contractor, to solicit or secure this contract or purchase order; and that the vendor or contractor had not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the vendor or contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this provision. For the breach of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the purchase order or contract without liability, and, at its discretion to deduct from the contract or purchase order price, or otherwise recover the full amount of such fee, commission, percentage, gift or commission.
- 13. This contract can be modified or rescinded only by a written order signed by both of the parties or their duly authorized agents.

Exempt Information

THE CITY OF SAVANNAH IS EXEMPT BY LAW FROM ANY AND ALL FEDERAL & STATE TAXES. THE ACCEPTANCE OF THIS PURCAHSE ORDER BY THE SUPPLIER CONSTITUES A GUARANTEE THAT PRICES FOR MATERIALS OR SERVICES DO NOT INCLUDE TAXES UNLESS SHOWN AS SEPARATE ITEM AND SUBJECT TO FULL REFUND.

TAX EXEMPTION NUMBER IS NO. 025-813-7808. TAX EXEMPTION CERTIFICATE WILL BE PROVIDED UPON REQUEST.