



CITY OF RICHMOND

DEPARTMENT OF
PROCUREMENT SERVICES

PURCHASE TERMS AND CONDITIONS

This order is made pursuant to authority given to the City under Chapter 21 of the Code of the City of Richmond, as amended. If this order is made pursuant to an existing City contract, the terms and conditions of that contract govern this order. If this order is not made pursuant to an existing City contract, the following terms and conditions govern this order:

1. **Compliance with Laws.** The Contractor shall comply with all laws, regulations, and rules applicable to the performance of the contract represented by this order.
2. **Discount.** If a discount for prompt payment is allowed, the discount period begins on the date of the City's receipt of the goods or services ordered or the date of the City's receipt of a proper invoice, whichever is later.
3. **Employment Discrimination.** If the amount of this order is greater than \$10,000, the provisions of section 21-70 of the Code of the City of Richmond are incorporated by reference into this order.
4. **Forum Choice.** Any legal proceeding arising from this order must be brought and maintained only in the Circuit Court of the City of Richmond, Virginia.
5. **Governing Law.** This order, its performance, and any dispute arising thereunder are governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws principles.
6. **Modification.** No substitution, change, or deviation from the specifications contained in or incorporated into this order will be made unless the City cancels this order and issues a replacement order.
7. **Prompt Payment.** Payment by the City is due no later than 45 days after the City's receipt of the goods or services ordered or 45 days after the City's receipt of a proper invoice, whichever is later.
8. **Approved Purchase Orders.** An executed contract does not commit the City to any dollar expenditures. Orders placed against a contract will be through fully approved purchase orders issued by the City. By signing the contract, the Contractor agrees not to accept orders from the City without a fully approved purchase order. Any purchase order or contract made contrary to Chapter 21 or any purchase order or contract made when sufficient funds are not available is not approved, and the City shall not be bound thereby. Acceptance of other orders is at the Contractor's sole risk.
9. **Shipping.** Unless otherwise stated in this order, all prices are net F.O.B. Destination with transportation charges prepaid.
10. **Taxes.** The City is exempt from the State Sales and Use Tax on tangible personal property purchased or leased for its use or consumption and will provide a certificate of exemption upon request.