**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**OWNER DIRECT MATERIAL PURCHASE (ODMP)**

**GENERAL TERMS AND CONDITIONS**

**QUALITY**

All materials or services furnished under this Purchase Order must be specified and subject to Central Florida Expressway Authority (herein after "CFX") inspection and approval within reasonable time after delivery at destination. Variations in material or services from those specified in this order must not be made without written approval of CFX.

**QUANTITY/PRICE**

The quantity of materials ordered or prices specified must not be exceeded without written approval being first obtained from CFX.

**INDEMNITY**

The Vendor hereby agrees to indemnify, defend and save harmless CFX, its officers, agents and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney fees for trial and appeal, or any kind and nature arising or growing out of or in any way connected with the performance of this Purchase Order whether by act of omission of the Vendor, its agents, servants, employees or others, or because of or due to the mere existence of the Purchase Order between the parties.

**DELIVERY**

All materials must be shipped F.O.B. Destination. CFX will pay no express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B shipping point, VENDOR IS TO PAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be effected within the time stated on the Purchase Order, failing in which CFX reserves the right to cancel this order and purchase elsewhere. In case of default by Vendor, CFX may procure the articles or services covered by this order from other sources and hold Vendor responsible for any additional cost occasioned thereby.

**OSHA REQUIREMENT**

The Vendor hereby guarantees that all material, supplies and equipment as listed on the Purchase Order shall meet the requirements, specifications and standards as provided for under the U.S. Department of Labor Occupation Safety and Health Act of 1970, as from time amended and in force at the date hereof.

**MISCELLANEOUS PROVISIONS**

All disputes between the parties shall be resolved in accordance with CFX's Policies and Procedures and the Uniform Commercial Code. Issuance of Purchase Order and terms thereof are deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

In an event there is a dispute related to the Purchase Order, CFX reserves the right to assign the Purchase Order. Vendor acknowledges that this purchase order between CFX is assignable to the Prime Contractor or Subcontractor for which the original proposal was received. The Vendor acknowledges the right of CFX to unilaterally assign this Purchase Order at any time and for any reason. Upon assignment, any reference to CFX in the Purchase Order will be understood to be that of the assignee.

Acceptance of this order includes acceptance of all items, prices, delivery instructions, specifications and conditions stated.

Note: Any and all Special Conditions attached hereto which vary from the General Conditions shall have precedence.

**SALES TAX EXEMPTION**

CFX is not required to pay Florida sales tax on this purchase based upon the exemption contained in F.S. 212.08(6). Vendor shall be provided a copy of CFX's Florida Consumer's Certification of Exemption. Vendor's invoice shall be issued directly to CFX. CFX shall make payment directly to the vendor. CFX shall take title at time of delivery by the vendor and shall assume the risk of damage or loss at the time of delivery.

 Rev 1/26/2016