1. Terms and acceptance. This order becomes a contract (1) when a signed acknowledgment of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods contained herein is made or when delivery is tendered. A written order of this nature shall be subject to the terms and conditions set forth on the back or reverse side of this form, unless otherwise agreed to by Seller. The agreement number of the goods as stated by Seller if Seller’s written acknowledgment of this order contains either: (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the initial offer, and the agreement number contained on this form shall be the agreement number of the order that any provisions printed or otherwise contained in any acknowledgment hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect. Buyer may acknowledge any agreement or understanding for commission, kickback, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies upon an agreement or understanding for commission, kickback, percentage, brokerage, or contingent fee. Any bearing personal items for the purpose of securing business. For breach or violation of this warranty, the Seller warrants that the sale or use of goods of Seller’s design or Seller’s patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer by any party selling or using Buyer’s product manufactured, or by any party using any means or devices embodied in or of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel to Buyer and to defend in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

17. Compliance with law. The performance of any work pursuant to this order is and shall be subject in all respects to the requirements of law, and the specifications, rules, regulations, and other requirements of the federal, state, and local governments.

18. Indemnification by Seller. Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.

19. Cancellation. Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipated profits. The provisions of this paragraph shall not limit or prevent Buyer from terminating this purchase order for default of Seller.

20. Waiver of liens. Seller hereby waives and relinquishes all liens and claims statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in the performance of the within order.

21. Right to accept any order for any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to Buyer: (1) Buyer’s insolvency or inability to meet obligations as they become due; (2) filing of involuntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

22. Inspection - Pardon Evidence. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term of this writing is defined in Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is control.

23. Applicable law. This order shall be governed by the Uniform Commercial Code. When the term “Uniform Commercial Code” is used in this agreement, it shall mean the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.

24. Advertising. Seller shall not advertise or publish, without Buyer’s prior consent, the fact that Buyer has placed an order with Seller, or the fact that any order was placed by Buyer, or any information from an authorized representative of the federal, state or local government.

25. Right to rejection. Whenever one party to this contract in good faith has reason to question the other party’s intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

26. Venue. Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

27. Protection against personal interest in contracts. No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, either by himself or by any of his family members. The County reserves the right to constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or entity contracting with the County shall render the contract voidable by the County Commissioners’ Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.

28. Disputes. The Seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller. The County is entitled to rely on the Seller’s representations and statements in any invoices it receives. If such representation is incorrect, the County shall have the right to refuse payment on any invoice, or accept the service or goods, or both, and to retain all payments made by the County to the Seller and other amounts due to the Seller. If the County is unable to perform a test of the goods or services provided to it, the County may make a reasonable inspection of such goods or services and, if the inspection shows that the goods or services do not meet the specifications of the contract, the County may return the goods or services and require the Seller to correct deficiencies, at the Seller's expense.

29. Notice of claims. If any party to this contract fails to perform any obligation, the aggrieved party shall give written notice to the other party of the failure to perform and the nature thereof, within a reasonable time, and the correction made by Buyer will be at Seller's expense.

30. Waiver of lien. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by Buyer will be at Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by Buyer will be at Seller's expense.

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