



PURCHASE ORDER (PO) TERMS & CONDITIONS (T&C)

Herein: "DHA" is the Dallas Housing Authority; and "Seller/Vendor/Contractor" is the recipient of this PO.

1.0 Applicable Laws: It is the responsibility of the Seller/Vendor/Contractor to ensure that all items/services provided in response to this PO are provided in compliance with the DHA's stated needs and all applicable Federal, State and local laws, statutes and codes.

2.0 Applicable Documents: All of the terms and requirements listed in the following documents are hereby included by reference as a part of these Terms and Conditions, the Seller/Vendor/Contractor thereby agrees to abide by all such terms and requirements and those listed on this T&C that the DHA chooses to, at any time during the effective period of this PO, or any ensuing issue, implement (the Seller/Vendor/Contractor must inform the DHA in writing if he/she wishes to receive a copy of any of these documents): (a) All documents issued as a part of the applicable competitive solicitation process noted on the PO; (b) form HUD-5370-C, Sections I and II (10/2006); form HUD-5370 (11/2006); form HUD-5370-EZ (10/2006); Table 5.1 of HUD Procurement Handbook 7460.8 REV 2; and the contract clauses contained within 24 CFR 85.36(i).

3.0 Conflicting Terms: These T&C may only be modified by the DHA in writing. In the case of any T&C herein that may be in conflict with any other T&C listed herein (including the documents listed within the preceding 2.0), the DHA shall decide which T&C shall comply. Any T&C included within any of the HUD forms listed shall take precedence over any T&C listed on any non-HUD document listed herein. These T&C shall automatically take precedence over any similar T&C listed on a supplier or contractor receiving document or invoice.

4.0 Cancellation: The DHA reserves the right to cancel this order or any portion thereof at any time for its convenience or for default by the Seller/Vendor/Contractor.

5.0 F.O.B. Destination: Unless specifically approved by the DHA in writing (i.e. typically, as entered on the PO), no additional freight costs are approved by the DHA and may not be added to any invoice.

6.0 Hazardous Materials: If the Seller is furnishing items that contain hazardous materials, he/she must, compliant with applicable law, label each container listing the identity of such material. Each such container must also be identified on the exterior with the appropriate hazard warning. Further, the Seller must, at the time of delivery to the DHA, furnish the necessary MSDS for each chemical, substance, or product listed on this order.

7.0 OSHA: The Seller/Vendor/Contractor certifies that all items/services furnished as a result of acceptance of this PO conforms to and complies with the current OSHA Act.

8.0 Invoices: An original or "Certified to be a True Copy" invoice is required for payment and must reference the DHA PO number and shall be accompanied by a copy of the receiving document showing the certifying signature of the DHA staff that received the items/services. The DHA shall pay all such invoices on a Net30 basis.

9.0 Prompt Payment Discounts: The Seller's/Vendor's/Contractor's prompt payment discount is to be calculated from the date of receipt of the correct invoice by the DHA. Unless otherwise agreed to by the DHA in writing, all payments shall be made by the DHA on a Net30 basis, 30 days as calculated from the date of receipt by the DHA of a fully and properly completed invoice after the listed items/services have been received in full.

10.0 Quantity/Price: Changes in quantity and price listed on this PO will not be accepted by the DHA without the prior written approval of the DHA Director of procurement that issued the PO.

11.0 Taxes: As detailed within Sec 151.309 and 151.310 of the Texas Tax Code, the DHA is exempt from and shall not pay any State sales tax, unless otherwise required by law; a certificate showing such will be provided to the Seller/Vendor/Contractor upon receipt of a written request for such.

12.0 Liens Prohibited: By acceptance of this PO, the Seller/Vendor/Contractor thereby agrees that he/she, as required by HUD regulation, is prohibited from filing any lien against the DHA pertaining to the items/services on the PO.

13.0 Insurance Coverage: Seller/Vendor/Contractor shall maintain adequate insurance to protect itself from the following:

- a) Claims for damages because of bodily injury, sickness, disease, or death of any person which arise out of any negligent act or omission of Seller/Vendor/Contractor; and
- b) Claims for damages because of injury to persons or destruction of tangible property, including loss of use resulting therefrom, which arise out of any negligent act or omission of Seller/Vendor/Contractor, its agents, representatives, volunteers, employees or sub-contractors.