

CITY OF VICKSBURG
CONTRACT TERMS AND CONDITIONS

1. The contract number shall be shown by the vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
2. An invoice, in duplicate, for this contract shall be rendered immediately following shipment. Both copies shall be forwarded to:

City of Vicksburg
PO Box 150
Vicksburg, MS 39181
3. No changes shall be made to this order without written authorization by the Purchasing Director.
4. Quantities specified in this order may be changed only with written authorization by the Purchasing Director.
5. Items delivered on this order shall be subject to inspection and test upon receipt and until acceptance shall remain with the property vendor.
6. Date of acceptance shall be when all items listed on this order have been accepted.
7. The City agrees to pay the vendor late payment interest, at the rate of 1 ½ % per month, if payment Has not been made prior to forty-five (45) days after the date of acceptance or date of receipt of correctly executed copies of the invoices were accepted.
8. Prompt payment cash discount, when applicable, shall be taken on all payments made on or before the tenth day of the month following the month in which the items and correctly executed copies of the invoices were accepted.
9. Rejected items shall be returned to the vendor at the vendor's risk and expense.
10. All prices, unless otherwise specified, are net, FOB destination, with transportation charges prepaid.
11. The City of Vicksburg is exempt from all sales, excise and Federal transportation taxes and the provisions of the Federal Robinson-Patman Act.
12. The Purchasing Director may grant additional time for delivery when the City is at fault or he/she is satisfied that the delay is beyond the control of the vendor and the delay will not adversely impact the best interests of the City. Such a grant must be in writing and be made part of this contract.
13. It is agreed that items delivered shall comply with all Federal, State and local laws relative thereto, And that the vendor shall defend all actions or claims brought and save harmless the Mayor and Aldermen of the City of Vicksburg and all City officers, agents and employees from loss by reason of actual or alleged infringement of letters patent, trade-mark or copyright.
14. In cases of default of the vendor the City may procure the items from other sources and charge the vendor as liquidated damages any excess cost or damages occasioned thereby.