

# Terms & Conditions

## Bay County Purchase Order

1. PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS AND BILLS OF LADING. ONLY INVOICES CONTAINING THE PURCHASE ORDER NUMBER WILL BE PROCESSED. FAILURE TO COMPLY WITH THIS REQUEST MAY DELAY PROCESSING OF YOUR PAYMENT.
2. Bay County is not responsible for any goods procured or services rendered prior to receipt of a valid purchase order. A valid purchase order contains the County seal and the signature of the Purchasing Agent.
3. Michigan Sales Tax Exempt under subsection (a) Section 4a of the Sales Tax Act. Federal Tax ID #38-6004837.
4. Bay County has reserved the right to cancel this order if not filled in accordance with the specified time and terms.
5. The prices indicated on this order are not subject to change without vendor's written notification in advance and written acceptance by Bay County.
6. Acceptance of this order includes specifications, prices, delivery, and conditions included therein. Material is subject to inspection on our property. If rejected we agree to first advise vendor before returning goods. All freight and extra handling charges derived from said rejection shall be borne by the vendor.
7. Purchase order subject to correction of typographical errors.
8. The vendor will prepay all shipments adding cost to invoice.
9. F.O.B. point – Bay City, Michigan.
10. No over shipment or substitutions allowed unless approved by Bay County.
11. CASH DISCOUNT TERMS must be indicated on invoice. Time in connection with discount offered will be computed from date of Bay County's receipt of invoice and acceptance of goods as approved by Bay County.
12. If there is any part of this order you cannot fill promptly or within the time specified, notify the ship to department at once. In case of unreasonable delay in delivery or delivery of goods inferior to those specified, or in case of any other default of the vendor Bay County will have the right, at it's option, to cancel this order in whole or in part, and the County may procure the goods, or services from other sources, and hold the vendor responsible monetarily or to assist in procuring exact goods or services for any part of the order, and EXCESS COST, EXPENSE and DAMAGES occasioned thereby.