

**CITY OF MEBANE
PURCHASE ORDER
TERMS AND CONDITIIONS**

The Terms and conditions listed below will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the City of Mebane (the "City") under a City purchase order. Additional terms and conditions stated on the face of a City purchase order shall take precedence over any conflicting term and conditions stated below. Any terms and conditions not stated on the face of a City purchase order but incorporated by reference therein shall be binding only if provided or signed by the City and attached hereto. In the event that a binding written contract signed by both the Vendor and the City exists, the terms and conditions of that contract shall supersede any conflicting terms and conditions below or on the face of a City purchase order.

1. EMAIL ALL INVOICES TO **accountspayable@cityofmebane.com**
2. INVOICES AND DELIVERY PAPERS MUST BEAR THIS PURCHASE ORDER NUMBER.
3. NORTH CAROLINA AND LOCAL OPTION SALES TAX:
The City is **not** exempt from North Carolina Sales Tax. All sales tax must be listed separately.
4. The City is exempt from all Federal and State excise taxes – Federal Tax ID #56-6001286.
5. The City agrees to pay all approved invoices **NET THIRTY (30) DAYS** from the date received and approved.
6. **ALL** deliveries shall be **F.O.B.** point of destination and title shall pass to City upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by City shall be the responsibility of Vendor.
7. **E-Verify:** As a condition for payment under this purchase order. Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "E-Verify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the City from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.
8. **Iran Divestment Act Certification:** Vendor certifies that, as of the date of the purchase order or contract, it is not on the "Final Divestment List" as created by the State Treasurer pursuant to N.C. Gen Stat.147-86.58. The Vendor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. If at any time the Vendor is added to the Final Divestment List while under contract with The City of Mebane, the City shall have the option to terminate the contract immediately.
9. The vendor certifies that it has not been designated by the NC State Treasurer as a company engaged in the boycott of Israel pursuant to NCGS §147-86.81.
10. Contracts funded with federal grants or loan funds shall be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under Uniform Guidance (2 C.F.R. Part 200), as well as state law and local policies.
11. Acceptance of this order includes acceptance of all terms, conditions, price, delivery instructions and specifications as shown on this order or attached to and made a part of this order.
12. City reserves the right to make no payment until order is fully delivered.
13. City will not be bound by any verbal agreements.