



TOWNSHIP OF NUTLEY – PURCHASING DEPARTMENT
1 Kennedy Drive • Nutley, New Jersey 07110 ~ (973) 284-4960 • Fax (973) 284-4919
Website: www.nutleynj.org

CONDITIONS

This order if accepted, is subject to the following terms and conditions:

1. We reserve the right
 - (a) To reject and return at your expense, material in excess of quantity ordered or defective material.
 - (b) To reject delivery and/or cancel this order or any or all installment deliveries under it upon failure to ship the order or any installment of it within the time or times specified, or to ship the quantity or quality ordered.
 - (c) To suspend or cancel deliveries during existence of strikes, labor disturbances, secondary boycotts, fires, floods or other situations arising from causes not within our practicable control.
2. All goods and articles furnished hereunder are warranted to be merchantable and free from all material defects and of good workmanship and fit for the purposes intended. It is further guaranteed that all goods and articles conform to the specifications included or referred to herein.
3. In the performance of this order you will comply with the provisions of the Fair Labor Standards Act and of any other applicable Federal or State laws and/or regulations, and you agree that any provisions required by such laws and regulations to be included herein shall be deemed to be incorporated by reference. This order or contract shall be governed by the laws of the State of New Jersey.
4. Each package must contain packing slip showing contents and our order number.
5. All goods and articles furnished hereunder shall comply with all regulations and specifications, including but not limited to OSHA regulations and specifications in effect at time of delivery.
6. The within Purchase Order shall terminate and be null and void unless the goods and articles called for herein shall be delivered or supplied within one calendar year
7. The within Purchase Order shall not be assignable by the Seller, without the written consent of the Township of Nutley.
8. The vendor hereby agrees to hold harmless, indemnify, and defend the Purchaser against any claims which may be made against the Purchaser for breach of any and all express or implied warranties, or liability for product defects or liability for patent infringement claims, which may arise out of the use of the goods, merchandise, materials and products purchased herein.
9. For payment, this voucher must be returned to the Township, signed by an authorized representative and accompanied by an *ORIGINAL INVOICE ONLY*. **THE TOWNSHIP WILL NOT PAY ON COPIES OF INVOICES.**
10. Vendor is required to supply a copy of N J. Business Registration Certificate prior to payment of services. (P.L. 2004, C.57)