

Town of Florence, Arizona
Purchase Order Terms and Conditions

INDEMNITY - The vendor shall indemnify, defend and hold harmless the Town of Florence, its agents, officers, officials and employees from and against any and all claims, demands, suits, actions proceedings, loss, cost and damages of every kind and description, including any reasonable attorney fees and/or litigation expenses, which may be brought or made against or incurred by the Town on account of:

1. Defects in materials or workmanship of the goods;
2. Loss or damage to any property or interest of the Town or any damages, injury to any person or property, or death of any person arising out of, relating to, or alleged to have resulted from any acts, errors, deliveries, work, or services of the vendor, its employees, agents, or representative, including but not limited to claims or demands arising from accidents occurring on Town property, whether or not caused by negligence of the vendor, its employees, agents or representatives, or that of any person, firm or entity; and
3. Infringement or alleged infringement of any patent in connection with the manufacturer or use of the goods.

WARRANTY – The vendor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. Unless otherwise specified, all items shall be guaranteed for the minimum period or one year against defects in materials and workmanship. During that period, if a defect should occur, that item shall be repaired or replaced by the vendor at no cost or obligation to the Town, except where it is shown that the defect was caused by misuse and not faulty manufacture. Any sample or model submitted shall create an express warranty.