

GPA TERMS AND CONDITIONS

1. Vendors are required by the Federal government to obtain Transportation Workers Identification Card (TWIC) credentialing for all personnel entering Port property. All Port users will be required to present a TWIC card and a valid GPA credential to gain access to any GPA terminal. Federal Law requires that all personnel entering Port property be required to present their actual TWIC card. For more information regarding the TWIC card, go to <http://www.tsa.gov/twic>.
2. This Purchase Order is subject to submission of a signed Affidavit and Agreement verifying vendor compliance with all provisions of the Official Code of Georgia Annotated 13-10-91 "Georgia Security and Immigration Compliance Act" of 2006.
3. Seller guarantees that all articles, materials, supplies, and/or services will conform with the Laws, Ordinances and Regulations, and will defend and save Buyer harmless from loss, cost or damage by reason of any actual or alleged violation thereof. With respect to patent infringement, Seller warrants that the articles, materials, supplies, and/or services delivered hereunder, the processes by which they were made, and the use thereof for which they are specifically designed by any party other than Buyer, will not per se infringe any patent.
4. In case of default within control of the Seller, Buyer may procure the articles, or services from other sources, and hold Seller responsible for any excess cost occasioned thereby.
5. Seller guarantees that all materials and equipment furnished by it shall (except when otherwise specified on the face of this order) be new and of first grade and that Seller's work will be performed in a skillful and workmanlike manner. Seller warrants that the materials and equipment are fit for the purpose for which they are purchased, if specified. Seller is responsible for and will make good any defects in workmanship and/or materials, covered by this purchase order which defects become apparent within twelve (12) months from the date of putting same into service. Seller is not relieved of the responsibility imposed by this clause, either as to proper packing, quality of materials or specifications by reason of acceptance by Buyer's inspectors.
6. Seller/Vendor agrees for itself and its contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors and licensees to indemnify, protect, save and hold harmless the Buyer/Georgia Ports Authority (GPA), its members, directors, officers, employees and agents against any expense, loss or liability paid, suffered or incurred, including any environmental fines and/or penalties, as a result of any breach by Seller/Vendor, Seller's/Vendor's agents, servants, employees, patrons, contractors or subcontractors, suppliers, customers, visitors or licensees of any covenant or condition of any agreement with the Buyer/GPA or as the result of the Seller's/Vendor's work or a product or service provided by Seller/Vendor or the Seller's/Vendor's use, occupancy or presence on Buyer's/GPA's property or the carelessness, negligence or improper conduct of Seller/Vendor, Seller's/Vendor's contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors or licensees. Such indemnification shall be to the extent caused in whole or in part by negligent acts or omissions by the Seller/Vendor, its contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors or licensees. Seller/Vendor agrees to defend Buyer/GPA from any legal or equitable actions brought against Buyer/GPA based on the work or a product or service provided by Seller/Vendor or the carelessness, negligence or improper conduct of Seller/Vendor, Seller's/Vendor's contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors or licensees and pay all expenses and attorneys fees in connection therewith. Nothing herein shall be construed as requiring Seller/Vendor or any other person, firm or corporation to indemnify against any portion or percentage of such claim or loss, if any, caused by the negligence of Buyer/GPA, its members, directors, officers, agents or employees.
7. Materials, equipment and work are subject to inspection and test at the discretion of Buyer and ultimate purchase at manufacturers plant as well as at destination.
8. The right is reserved to cancel all or any part of an order if not shipped as promised.
9. Invoices and bills of lading showing full routing, car numbers, etc., should be dated and mailed at the time of shipment and a separate invoice must be made for each destination showing point of shipment and how shipped. Invoice bearing transportation charges must be supported with attached original receipted transportation bills and in the case of consolidated carload shipments must show weight and rate.
10. If the purchase order requires the Seller to furnish, for a lump sum amount, materials and/or services for construction or improvement of realty and the installation of personal property, Seller agrees to furnish Buyer with any analysis of such lump sum amount the Buyer may reasonably require for its accounting purposes.
11. If the manufacturer, transportation, delivery, receipt or use by either party of any material covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, the party so affected, upon prompt notice to the other party (and, in case Buyer gives such notice, in advance of actual shipment), shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference, but at Buyers option, deliveries so omitted shall be made, upon notice thereof to Seller, upon the cessation of such contingency.
12. No assignment of this purchase order or moneys due or becoming due hereunder shall be made without Buyer's written consent.
13. If any of the provisions of Seller's proposal or Seller's other writing are in conflict with the terms of this purchase order, the terms of this purchase order shall govern. This purchase order supersedes and cancels all prior communications between the parties which are in conflict with the terms herein, except as specifically shown on its face. No contrary conditions in Seller's offer or acceptance, as the case may be, or communications in any way modifying the provisions of this purchase order shall be binding unless made in writing and signed by the authorized representative of Buyer. This purchase order is not to be construed as an acceptance unless Seller agrees to the terms set forth herein. Any action by vendor to provide materials and/ or services awarded herein constitutes vendor's acceptance of these GPA Conditions.