

GEORGIA PORTS AUTHORITY (“GPA”) PURCHASE ORDER TERMS AND CONDITIONS

1. These Terms and Conditions are incorporated into the Purchase Order (“**PO**”) between Georgia Ports Authority (“**GPA**”) and the applicable vendor identified in the PO (“**Vendor**”). Vendor is required by the Federal government to obtain a Transportation Workers Identification Credential (“**TWIC**”) 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 <https://www.tsa.gov/twic>
2. This PO is subject to submission of a signed Contractor 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. Vendor guarantees that all materials, supplies, equipment, and/or services (collectively, the “**Product**”) will comply with all applicable laws, ordinances, and regulations of any federal, state, and local governmental entity, and will defend and hold GPA harmless from any loss, cost, or damage by reason of any actual or alleged violation thereof. With respect to copyright or patent infringement, Vendor warrants that the Product delivered hereunder, the processes by which it was made, and the use thereof for which it was specifically designed, will not per se infringe any copyright or patent.
4. In case of default within control of Vendor, GPA may purchase the Product from any other third-party, and Vendor will be responsible to pay GPA for any excess cost incurred related to such purchase, immediately upon receipt of an invoice therefor.
5. Vendor guarantees that the Product will (unless otherwise specified in the PO) be new, first grade, and of an acceptable quality for the purpose intended, and that Vendor’s work will be performed in a skillful and workmanlike manner. Vendor warrants that the Product is fit for the purpose for which it is purchased, if specified. If any Product (i) is found to be defective, (ii) fails to comply with the specifications or other terms set forth in the PO, or (ii) is improperly performed, within twelve (12) months of delivery or performance (or if any Product is provided on a weekly, monthly, or short term basis, then at any time the Product is in GPA’s possession), as applicable, Vendor shall immediately remove the defective or non-compliant Product from GPA’s property and replace it with acceptable Product in compliance with this PO, at Vendor’s sole cost and expense. Vendor is not relieved of the responsibility imposed by this clause, either as to proper packing, quality of materials, or compliance with specifications, by reason of acceptance by Buyer’s inspectors.
6. Vendor agrees for itself and its contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors and licensees (collectively, the “**Vendor Parties**”) to indemnify, protect, save, and hold harmless 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 (i) any breach by Vendor, or the Vendor Parties, of any covenant or condition of this PO or any other agreement with GPA, (ii) Vendor’s work or Product provided by Vendor, (iii) Vendor’s use, occupancy, or presence on GPA’s property, or (iv) the carelessness, negligence, or improper conduct of Vendor, or the Vendor Parties. Such indemnification will be to the extent caused in whole or in part by negligent acts or omissions by Vendor, or the Vendor Parties. Vendor agrees to defend GPA from any legal or equitable actions brought against GPA based on the work or Product provided by Vendor or the carelessness, negligence, or improper conduct of Vendor, or Vendor Parties, and pay all expenses and attorneys’ fees in connection therewith. Nothing herein will be construed as requiring 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 GPA, its members, directors, officers, employees, or agents.
7. Product is subject to inspection and test, at the discretion of GPA, at the manufacturer’s plant or the final delivery destination.
8. The right is reserved to cancel all or any part of the PO if not shipped when promised.
9. Invoices and bills of lading should include full routing and tracking information and be dated and mailed at the time of shipment. A separate invoice shall be issued for each shipment and include the origin and all subsequent delivery points and mode(s) of transportation. For any invoice containing transportation charges of any amount, Vendor will attach a receipt(s) of the transportation charges paid by Vendor, and in the case of consolidated rail carload shipments, the invoice will include the applicable weight and rate.
10. Vendor will provide timely, complete, and accurate billing invoices to GPA in order to be eligible for payment including, without limitation, any supporting documentation reasonably required by GPA for accounting purposes. For any Product purchased for a lump sum amount, related to any construction or improvement of real or personal property, Vendor will provide an itemized invoice with sufficient detail for GPA to confirm all costs and expenses included in the lump sum amount.
11. If the manufacturer, transportation, delivery, receipt, or use by either party of any Product 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 GPA gives such notice, in advance of actual shipment), will be excused from making or taking deliveries hereunder to the extent of such prevention, restriction, or interference; provided, however, at GPA’s option, deliveries so omitted will be made, upon notice thereof to Vendor, promptly upon the cessation of such contingency.
12. No assignment of this PO or amounts due or becoming due hereunder will be made without GPA’s prior written consent.
13. Vendor’s offer, quote, or proposal for the Product will be incorporated herein by reference for the sole purpose of including the Product description, quality, and specifications (“**Vendor’s Proposal**”). If any agreements, terms or conditions, or policies are incorporated into Vendor’s Proposal as an exhibit, addendum, supplement, or a website link (“**Additional Terms**”), Vendor agrees that the Additional Terms will not be binding on GPA or impose any obligations on GPA, and any such terms that seek to do so are void. If any of the terms or provisions of Vendor’s Proposal conflict with the terms of this PO, the terms of this PO will govern. This PO supersedes and cancels all prior communications, understandings, or agreements between the parties which conflict with the terms herein. This PO is not to be construed as an acceptance unless Vendor agrees to the terms set forth herein. Any action by Vendor to provide the Product purchased herein will constitute Vendor’s acceptance of the PO including these Terms and Conditions. Any waiver, addition, amendment, or other modification of this PO must be made in writing and approved by both parties. For avoidance of doubt, any viewing of any terms or conditions via electronic media (including the Internet, clicking “accept” on a website or otherwise, or using Products after being advised that the use would constitute acceptance of certain terms and conditions) will not bind GPA, unless accepted by an authorized signatory of GPA in writing.
14. Vendor shall deliver the Product to the location and by the date specified by GPA. All pricing shall include shipping costs to GPA’s specified delivery location. All Products will be sold “Freight on Board (FOB) Destination” meaning that Vendor will retain ownership and risk of loss for the Product during the shipping process until the Product is delivered to GPA’s specified location. For any Product that exceeds \$5,000 in value, Vendor shall be required to purchase insurance to cover any damage or loss that may occur to the Product(s) during the shipping process, notwithstanding if Vendor is using GPA’s shipping account or its own.