

**Bill To**

Town of Garner
Finance Department
900 7th Avenue
Garner, NC 27529

PHONE
(919) 773-4410
FAX
(919) 662-8874

Purchase Order

Fiscal Year 2024

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**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

2400086

Delivery must be made within doors of specified destination.

Vendor

AK ATHLETIC EQUIPMENT, INC.
8015 HOWE INDUSTRIAL PARKWAY
CANAL WINCHESTER, OH 43110

Ship To

Town of Garner Warehouse
Warehouse
610 Rand Mill Road
Garner, NC 27529

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
97					
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
07/25/2023	17474				Building Maintenance
NOTES					

GymWall Padding

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Custom Wood backed gym wall padding panels 2'x6'- royal blue GL Account: 20600000 - 537457 - 10606	53.0	EACH	\$95.00	\$5,035.00
2	Wood backed Corner padding 6' tall 6" sides- blue GL Account: 20600000 - 537457 - 10606	4.0	EACH	\$175.00	\$700.00

Gaer's "Standard Terms and Conditions for Purchase Orders" are made a part of, and incorporated into, this Purchase Order by this reference. They can be viewed at <http://www.garnernc.gov>. Any performance by Vendor pursuant to this Purchase Order constitutes Vendor's acknowledgement that Vendor has read and agreed to the referenced Standard Terms and Conditions.

Finance Director

Purchasing Officer

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act.

Vendor Copy

Total Ext. Price	\$5,735.00
Total Freight	\$0.00
Total Credit	\$0.00
Purchase Order Total	\$5,735.00

TOWN OF GARNER
TERMS AND CONDITIONS

By acceptance of this purchase order, the vendor or contractor (referred to as the seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the Ship to Department shown.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondences, and bills of lading. The Town of Garner (Town) will not be responsible for goods delivered without a purchase order nor be bound by any verbal agreement.
3. **PRICE:** All goods and/or services must be billed to the Town of Garner (Town) at prices and quantities not to exceed those stated on the purchase order. All invoices, packages, shipping notices or the like affecting this order shall contain the applicable purchase order number. All prices are quoted F.O.B. Destination unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to: **ATTN: ACCOUNT PAYABLE** Town of Garner, Accounts Payable, 900 7th Avenue, Garner, NC 27529.
5. **PAYMENT TERMS:** The Town agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The Town does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
6. **TAXES:** The Town of Garner is **NOT** Sales Tax-Exempt. Prices shown on the Town's purchase order do not include tax; however, all applicable taxes shall be paid by the Town. Seller shall itemize taxes on the seller's invoice. It should be noted that the Town is exempt for Federal Excise Tax except as required to be paid by law.
7. **AGREEMENT TERMS:** Absent a negotiated contract, this purchase order is limited to the terms and conditions contained on the face and back hereof. Any additional or different terms in the Seller's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. All delivery of goods and/or services shall conform to specifications, price, terms and conditions as set forth in this instrument. This purchase order, including all contracts thereon shall constitute the complete agreement between the Town and the Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the Town.
8. **DELIVERY/ACCEPTANCE OF GOODS:** All quotations are solicited on a delivered price basis. When the Town accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoices and supported with a copy of the original freight bill. The packing list shall be enclosed in each box or package. All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. All deliveries on this order must be in full accordance with specifications, property identified with the purchase order number and must not exceed the quantities specified. The Town shall have the right to inspect and test all items supplied under the order before making acceptance. Risk of loss and title to all goods received shall remain with the Seller until the Town has made acceptance. Rejected goods shall be returned to the Seller at Seller's risk and expense. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the Town may have against the seller.
9. **SERVICE PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless the Town, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
10. **INSURANCE:** This purchase order shall be considered a written contract and requires the Town to be endorsed as additional insured for General Liability, Automobile Liability, and Umbrella Liability Insurance Policies at the levels required by the Town's Purchasing Policy or contract documents if the vendor is to provide services on the Town property. Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence limit/\$2,000,000 aggregate limit for bodily injury, property damage, or personal injury; (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence (if providing professional services); (c) Worker's Compensation Insurance as required by the State of North Carolina General Statutes; (d) Commercial Automobile Insurance applicable to bodily injury and property damage covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 single limit. Negotiated written contracts may require additional insurance coverage. A Certificate of Insurance shall be furnished prior to the commencement of service. The Certificate Holder shall be: Town of Garner, Attn: Purchasing, 900 7th Avenue, Garner, NC 27529.
11. **APPLICABLE LAWS:** By acceptance of this order, seller represents that the goods, materials, equipment or services provided by this order are in full compliance with all applicable local, state, or federal laws and regulations and agrees to indemnify and defend the Town of Garner against any loss, cost, liability or damage by reason of seller's violation of any laws. All terms and conditions shall be interpreted in accordance with the State of North Carolina. The forum and venue for any lawsuit arising out of this agreement shall be the Superior Court of Wake County, North Carolina or the U S District Court for the Eastern District- Raleigh Division.
12. **E-VERIFY:** North Carolina General Statutes § 143-133.3 prohibits the Town from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 65 of the North Carolina Statutes.
13. **IRAN DIVESTMENT ACT CERTIFICATION:** The Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by NCGS Section 147-86.58.
14. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** The Vendor/Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by NCGS Section 147-86.81.
15. **FOR FEDERALLY FUNDED PURCHASES:** By acceptance of this Purchase Order, the Vendor/Contractor agrees to comply with Title 2, Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 CFR § 200 et seq.
16. **CANCELLATION:** The Town reserves the right to cancel this purchase order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified which causes the seller not to perform as agreed.
17. **NON-DISCRIMINATION:** To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, and employees agree not to discriminate in any manner based on race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this contract. Any contractors or vendors who provide services, programs, or supply goods to the Town are expected to fully comply with the Town's non-discrimination Policies.