1. This order expressly limits acceptance to terms and conditions stated herein. Any additional or different terms and conditions proposed by the Vendor are rejected unless expressly agreed to by the House in writing. If Vendor commences shipment pursuant to this order, then Vendor shall be deemed to have agreed to and accepted this order in its entirety, including its terms and conditions as set forth herein.

2. Vendor warrants free and clear title to all products delivered hereunder and further warrants that such products shall be free from defects in workmanship, material or design (other than the House's design) and shall conform either to the description and specifications herein set forth or consistent with the sample of said product provided to the House.

3. Items purchased hereunder are subject to inspection and acceptance at the House's destination. Acceptance of purchased equipment shall be documented by a fully completed Equipment Installation Notice (EIN) signed by the Member, Chairperson or Officer in the office receiving the equipment The House reserves the right to reject and refuse acceptance of items which are not in accordance with any instructions, specifications, drawing and data or Vendor's warranties (express or implied). Products not accepted will be held for Vendor's instruction at Vendor's risk and, if Vendor so instructs, will be returned to Vendor at Vendor's expense. Payment for any items hereunder shall not be deemed an acceptance thereof and is without prejudice to any and all claims that the House may have against Vendor.

4. Unless otherwise specified in this order, items are to be of the growth and manufacture of the United States, provided such items are upon as good of terms regarding quality and price as like items of foreign growth and manufacture. An item shall be deemed to be manufactured in the United States if more than fifty (50%) percent of the value of its components are of the growth and manufacture of the United States.

5. The goods and services provided hereunder shall be free from defects in materials and workmanship for a period of at least ninety (90) days after completion of performance in the case of services and ninety (90) days after acceptance in the case of goods unless a longer warranty period is provided by the equipment warranty or by law, in which case the longer warranty period will apply. If the goods furnished are equipment, the warranty period shall commence as of the date that the Equipment Installation Notice (EIN) is date-stamped by Office System Management (OSM). Should Vendor's services and/or material prove to be defective within said applicable warranty period, Vendor agrees to promptly replace or repair said materials or correct such services to the House's satisfaction, upon receipt of written notice from the House and without cost to the House.

6. Unless this order specifies otherwise, the Vendor represents that all materials provided are new and are not of such age or so deteriorated as to impair their usefulness or safety. If the Vendor believes that furnishing other than new material will be in the House's interest, the Vendor shall so notify the House in writing and request authority to use such material.

7. If the Vendor cannot deliver the items in this order in the time specified, the Vendor should notify the House prior to the delivery date. Failure to meet delivery dates shall, at the option of the House, without liability, in addition to other rights and remedies of the House, relieve the House of any obligation to accept and pay for any such items.

8. Except as otherwise provided in this order, no variation in the quantity of an item, nor any extra items or charges will be accepted unless agreed to by the House.

9. Vendor shall not be liable for failure to deliver products when prevented by any cause beyond its control, and the House shall not be liable for failure to accept products when prevented from receiving or using them in its customary manner by any cause beyond its control. A party who is prevented from performing for any reason provided for herein shall immediately notify the other party of the cause of such non-performance and the anticipated extent of the delay.

10. Unless otherwise provided for by statute, the House is exempt from all taxes, including any sales and use taxes.

11. Invoices for goods and services excluding equipment shall be submitted by facsimile to the number indicated on the PO at time of shipment, and any cash discount period will be computed from the date invoice is received. For equipment, invoices shall be delivered to OSM with the Equipment Installation Notice (EIN), and any cash discount period will be computed from the date/time stamped by Office Systems Management (OSM) on the EIN. Terms shall be net thirty days unless otherwise stated herein.

12. All freight charges shall be prepaid, unless otherwise stated.

13. Risk of loss and title to the product shall pass at delivery points specified herein - on loading where delivery is at shipping point and on unloading where delivery is at destination; except that in the case of equipment title shall pass on the date of acceptance as indicated on the Equipment Installation Notice.

14. Vendor warrants that the products, in the form delivered to the House, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of Vendor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify the House against such infringement liability based upon the House's possession thereof without alteration.

15. Vendor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Vendor agrees to execute, upon the House's request, the House's standard form of Certification of Compliance covering any law or regulation, which Certification of Compliance form, upon execution by Vendor, shall become a part hereof without further reference thereto. Vendor further agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by Vendor of items, which do not meet the requirements of any applicable laws or regulations.

16. Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the Vendor's personnel or damage to the Vendor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

17. Vendor assumes all risk of loss of or damage to any property of the House entrusted to Vendor while in Vendor's possession or otherwise under Vendor's control. In the event of loss or irreparable damage, Vendor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by Vendor at Vendor's expense.

18. The House has the right to terminate this order in whole or in part at any time by written notice to Vendor. In such event, Vendor may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by Vendor for disposition in accordance with the House's written instructions. Notwithstanding the foregoing, the House reserves the right to cancel all or any part of the undelivered portion of this order, without liability, in addition to the House's other rights and remedies, if Vendor breaches any of the terms and conditions herein.

19. This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, Officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, Officer, or employee of the House shall share any personal benefit of this order.

20. Neither this order nor the obligation of Vendor to perform hereunder shall be assigned or delegated by Vendor without the House's consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from Vendor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of Vendor and not withstanding the House's act of accepting or paying for any shipment or similar act of the House.

21. No news releases, press conferences, or advertisements pertaining to the award of this order will be made.

22. Order of Precedence: In the event of a conflict between the Terms and Conditions in this Purchase Order and clauses/provisions in existing House contracts, agreements or task orders (against other federal contracts, including schedule contracts issued by the General Services Administration), the existing House contract/agreement/task order provisions shall take precedence.

23. This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

24. The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House may arise until the funds are made available to the Contracting Officer for this contract.

25. No payments will be made until any Equipment Installation Notice (EIN) and Maintenance Notification Form attached to this Order, complete with serial numbers, or other commonly used Product Identification Number (PIN) of delivered equipment, maintenance information and signature of the Member, Chairperson or Officer in the office receiving the equipment is returned to Office Systems Management (OSM). The installation date and the warranty period will commence on the OSM Time Stamp date, which appears on the Equipment Installation Notice (EIN).

26. The Debt Collection Improvement Act of 1996 requires that Federal agencies pay recipients by Electronic Funds Transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please contact the EFT Help Line at 202-226-2277 to obtain an EFT enrollment form.

27. Deliveries - Packages sent by national overnight shipper, FEDEX, UPS, Airborne, and DHL, must have the recipient phone number on the shippers label entered as (202) 226-3440, and the following information recorded on the shipping label or next to shippers label: "US House of Representatives Purchase Order/Contract Number: (insert number)", with deliver to information as recipients name, office, building, room number, and telephone number, if known. For items sent by local shippers, all deliveries, unless otherwise stated in this contract, shall be considered "Inside Deliveries" and the contractor will assure that necessary hand-trucks, tools and personnel are available upon delivery to transport item to final destination within building. Delivery trucks servicing the Ford House Office Building must not exceed ten (10) feet in height. All delivery vehicles en route to the U.S. Capitol Complex, to include the House Office Buildings, will be required to proceed to the U.S. Capitol Police Off-Site Delivery Center, 4700 Shepherd Parkway, SW, Washington, DC., for inspection before proceeding to the Capitol Building via the North Barricade on Constitution Avenue, N.E., the loading dock of the Ford House Office Building on Virginia Avenue, S.W., or the Delaware Avenue, S.W. access point for the Rayburn, Longworth, and Cannon House Office Buildings' loading docks.

No deliveries will be accepted unless the vehicles have been processed at the Off-Site Delivery Center. The hours of the Off-Site Delivery Center are 5:00 a.m. to 2:00 p.m., Monday through Friday.

In order to gain access to the loading docks of the Capitol and the House Office Buildings, you are required to have a letter on file with the United States Capitol Police. The letter must be on company letterhead stationary accompanied by the signature of the owner, president, or manager. Requests for access must be renewed three (3) times per year, April 30, August 31, and December 31, and should contain the following information: 1. Name of Company, 2. Name of Drivers/Employees Requiring Access, 3. Social Security Number for Each Driver/Employee, 4. Date of Birth for Each Driver/Employee, 5. Building(s) to be Accessed, and 6. Company Contact Person and Phone Number. The information must be provided to: United States Capitol Police, Operations Division, 119 D Street, N.E., Washington, DC 20510-7218, Fax: 202-224-4505.

Any questions can be directed to the Operations Division of the United States Capitol Police at 202-224-0908.

28. Packaging and marking - All packaging and marking, unless otherwise stated in this contract, shall be in accordance with standard commercial practice. All boxes must include packing slips clearly referencing this contract number. All boxes must be clearly marked with this contract number, must be numbered sequentially and must indicate the total number of boxes in the shipment (i.e. '1 of 6', '2 of 6', etc.).