

Acceptance

The vendor's acceptance of this Purchase Order (PO) may be evidenced by any of the following: (i) written acknowledgment of the PO, (ii) commencement of work or services, (iii) shipment or delivery of goods, or (iv) failure to object in writing within five (5) business days of receipt of the PO.

Any such action constitutes full acceptance of this PO and all Housing Catalyst Terms and Conditions.

Any additional or different terms proposed by the vendor, whether in proposals, confirmations, invoices, or other documents, are expressly rejected and shall have no force or effect unless specifically agreed to in writing by Housing Catalyst.

Price and Payment

The price specified in this PO is firm and not subject to increases without the written consent of Housing Catalyst. Unless otherwise agreed upon, payment terms are net [30] days from the receipt of a correct invoice and satisfactory delivery of goods or completion of services. Invoices must reference the PO number and be sent to the address indicated. Housing Catalyst reserves the right to withhold payment for any goods or services that do not comply with this PO or applicable procurement requirements.

Delivery and Title

Delivery of goods or performance of services must be completed by the date(s) specified in the PO. Time is of the essence. The vendor is responsible for all delivery costs unless otherwise stated. Title and risk of loss transfer to Housing Catalyst upon receipt and acceptance of goods or services at the designated location. Title and risk of loss will transfer to Housing Catalyst upon receipt and acceptance of the goods or services at the designated location.

Inspection and Rejection

All goods and services are subject to inspection and testing by Housing Catalyst. Housing Catalyst reserves the right to reject any goods or services that do not conform to the PO. In the event of rejection, Housing Catalyst may, at its option, return the goods at the vendor's expense or require prompt correction or replacement. Payment prior to inspection does not constitute acceptance.

Changes

Housing Catalyst may make changes to this PO by written notice. Any resulting price or schedule adjustments must be agreed to in writing prior to the vendor proceeding. The vendor shall not proceed with any changes without written authorization. Unauthorized work may not be compensated.

Warranties

The vendor warrants that all goods and services provided are free from defects, conform to specifications, and are fit for their intended purpose. Services shall be performed in a professional and workmanlike manner. These warranties are in addition to any other express or implied warranties provided by law.

Indemnity and Insurance

The vendor shall indemnify, defend, and hold harmless Housing Catalyst, its officers, directors, employees, and agents from any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or related to the vendor's performance or breach of this PO.

The vendor must maintain adequate insurance coverage in accordance with Housing Catalyst's current approved Vendor, Contractor, and Subcontractor Insurance Requirements, as published and available on Housing Catalyst's website or upon request. This includes, at minimum, Commercial General Liability, Automobile Liability, and Workers' Compensation coverage, naming Housing Catalyst and its affiliated entities as additional insureds on a primary and non-contributory basis with a waiver of subrogation. Certificates of insurance must be provided and approved prior to commencement of work.

Termination

Housing Catalyst may terminate this PO, in whole or in part, at any time for convenience or for cause. If terminated for convenience, Housing Catalyst will pay for goods and services satisfactorily delivered up to the termination date. If terminated for default, Housing Catalyst may procure replacements and hold the vendor liable for any additional costs. Housing Catalyst may immediately terminate this PO for cause if the vendor fails to comply with these Terms and Conditions.

Force Majeure

Neither party shall be liable for delays or failures to perform due to causes beyond reasonable control, including acts of God, war, terrorism, civil unrest, strikes, or government actions. The affected party must promptly notify the other and take reasonable steps to mitigate delays. If the delay exceeds 30 days, Housing Catalyst may terminate the PO without penalty.

Confidentiality

The vendor shall keep all nonpublic information provided by Housing Catalyst confidential and use it solely for fulfilling the PO. Disclosure to third parties is prohibited without prior written consent.

Compliance with Laws

The vendor must comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to labor, environmental, and anti-discrimination requirements, and must obtain any required permits or licenses.

Governing Law and Dispute Resolution

This PO is governed by the laws of the State of Colorado. Any disputes shall be resolved through good faith negotiation. Failing resolution, disputes shall be brought in a court of competent jurisdiction in Larimer County, Colorado.

Assignment and Subcontracting

The vendor may not assign or subcontract any portion of this PO without Housing Catalyst's prior written consent. Any unauthorized assignment or subcontract is void.

Entire Agreement

This PO, together with any documents incorporated by reference (including Housing Catalyst's approved insurance requirements), constitutes the entire agreement between the parties and supersedes all prior understandings.

No vendor terms, including those in proposals, quotes, invoices, or acknowledgments, shall apply unless expressly accepted in writing by Housing Catalyst.