

PURCHASE ORDER TERMS AND CONDITIONS

SECTION 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to have an authorized Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O. or written authorization.

SECTION 2 PURCHASE ORDER NUMBER

Materials must be properly packaged and marked with the order number. The Purchaser's purchase order number and the successful seller's name must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser.

SECTION 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of any contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract without written acceptance prior to the purchase.

SECTION 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar items are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

SECTION 5 DELIVERIES, TITLE, AND RISK OF LOSS

Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser. Damaged material will not be accepted.

SECTION 6 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects, and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

SECTION 7 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order, including equitable relief.

SECTION 8 APPLICABLE LAWS & VENUE

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia. The proper venue for any dispute arising from this Purchase Order or its subject matter shall be in the Superior Court of Athens-Clarke County, Georgia, or if federal jurisdiction is applicable, in the U.S. District Court for the Middle District of Georgia, Athens Division.

SECTION 9 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications, or any other term of the contract will be effective unless agreed to in writing, signed by Purchasing Administrator.

SECTION 10 PATENT INFRINGEMENT

Seller shall hold Purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

SECTION 11 TERMINATIONS FOR CAUSE

Purchaser may terminate this purchase order for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts except those already completed and accepted by the Purchaser, and Seller shall be liable for and shall hold Purchaser harmless from any damage caused by Seller's breach or default.

SECTION 12 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon written notice to Seller, effective upon receipt, in which event Seller shall be entitled to actual expenses that reflect the percentage of the work performed prior to termination. Any amount previously paid to Seller in excess of Seller's actual expenses shall be returned to Purchaser within ten business days of the cancellation of the event.

SECTION 13 ENTIRE AGREEMENT

The Purchase Order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified and agreed upon in writing by both parties. No part of the order may be assigned or subcontracted without the prior written approval of the Purchaser. Any money due Purchaser from Seller can be set off from any money due Seller from Purchaser whether or not under this purchase. Purchaser's failure to insist on any right shall not operate as a waiver of any other right.

SECTION 14 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, maintain the following insurance coverages: General Liability \$2MM aggregate/\$1MM per occurrence, Auto Coverage \$1MM combined single limit, All Autos, Workers' Compensation/EL Statutory/\$1MM and to furnish evidence of such insurance at Purchaser's request. All personnel assigned to the work must wear appropriate garments or name tags to identify them with the Seller.

SECTION 15 QUALITY GUARANTEE

The Purchaser reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage. If any product delivered does not meet applicable specifications, or if the product does not produce the effect that the supplier represents, the Seller shall pick up the product at no expense to the Purchaser. Also, the supplier shall refund any money which has been paid for the same. The Seller shall be responsible for attorney fees in the event the supplier defaults and court action is required.

SECTION 16 NOTICE

Any and all notices required or authorized to be given pursuant to this Purchase Order shall be given in writing and either hand-delivered, sent by overnight courier service or sent by certified or registered mail, postage prepaid, and return receipt requested, to the Parties' contacts as listed in the Purchase Order.

SECTION 17 INDEPENDENT CONTRACTOR

Seller acknowledges that it is furnishing the services contemplated by this Purchase Order hereto as an independent contractor, and not as an employee, partner, joint venture, or agent of Purchaser or any of its affiliates.

SECTION 18 TAXES

As a local government entity, Purchaser is exempt from paying most types of taxes and will only pay those taxes it is required to pay under the laws of the State of Georgia or federal law.

SECTION 19 FORCE MAJEURE

In no event shall either Seller or Purchaser have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; and/or war.

SECTION 20 TIME IS OF THE ESSENCE

Time is of the essence of this Purchase Order and of each and every provision hereof.

SECTION 21 ACCEPTANCE OF TERMS

By accepting and fulfilling the Purchase Order, the Seller acknowledges and agrees to all terms and conditions listed herein.

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