

## TERMS AND CONDITIONS UNDER WHICH THIS ORDER IS ISSUED

- 1) No conditions or agreements other than those stipulated herein are to govern this order unless expressly made in writing and mutually agreed to.
- 2) If this order is not priced it shall not be filled at prices higher than those last quoted or charged the Purchaser, unless prices shall have been authorized in writing by the Purchaser.
- 3) No invoice shall be delivered by the Seller to any employee of the Town of Waterford. All invoices, in duplicate, shall be mailed to the Finance Department, Town of Waterford 15 Rope Ferry Rd. Waterford, Connecticut 06385.
- 4) Delays in shipment shall be relayed immediately by the Seller to the Purchaser. The Purchaser reserves the right to cancel this order if delivery is not made within a reasonable length of time.
- 5) All goods and services are subject to inspection and approval. If rejected they will be subject to your order and returned at your expense.
- 6) It shall be understood that the cash discount period will date from RECEIPT of the invoice and not from the DATE of the invoice.
- 7) If this order includes any work on any premises other than those of the Seller, the Seller, in accepting the order agrees:
  - a) Not to transfer this order nor any part thereof to any person, firm or corporation without the consent of the Purchaser, but to give personal attention and superintendence to the work, and that the Purchaser shall be at liberty to place other Contractors at work on the premises during the continuance of the work under this order, for the execution of such other branches of work as may be necessary and that are not included in this order.
  - b) To maintain such insurance as will protect the Seller from claims under Workmen's Compensation or Employer's Liability Acts and from any other claims for personal injury or property damage which may arise by reason of the performance of any work under this order or to carry such risks itself to deliver to the Purchaser a certificate or other evidence of such insurance or carriage satisfactory to it, and further to protect, indemnify and save the Purchaser harmless from any and all liabilities arising from injuries to mechanics, laborer or any other persons whatsoever employed in the construction of said work or otherwise employed on or coming upon or near said premises and from and against damage to property adjacent thereto and from and against any and all liabilities for damage or injury to any persons or property whatsoever in any manner resulting from or caused by the performance of this order, or any work relating thereto or any portion of said work.
- 8) The seller agrees to forever protect, indemnify and save the Purchaser harmless from and against all costs, damage, loss or expense which the Purchaser may incur or undergo in the event of any suit, claim, or proceedings being brought the Purchaser for the infringement of any letters patent of the United States of America by reason of the sale and/or use of any devise, design or apparatus furnished by the Seller under this order.
- 9) In filling this order, you automatically acknowledge that all goods used to fill this order are produced without violation of existing Federal and State laws regarding Labor, Wages and Hours and Materials.
- 10) "Supplier agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and certifies that all items furnished under this Order will conform to and comply with said standards and regulations. Supplier further agrees to indemnify and hold harmless Buyer for all damages assessed against Buyer as a result of Supplier's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished under this Order to so comply."
- 11) The vendor agrees and warrants that in the fulfillment of this purchase order he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex or physical disability including, but not limited to, blindness, unless it is shown by such vendor that disability prevents performance of that which must be done to successfully fulfill the terms of this purchase order or in any manner which is prohibited by the laws of the United States or the State of Connecticut and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the vendor.