

**TERMS AND CONDITIONS
FOR
BEAUFORT JASPER WATER & SEWER AUTHORITY
PURCHASE ORDERS**

These terms and conditions are incorporated into and made a part of all Purchase Orders issued by Beaufort Jasper Water & Sewer Authority ("BJWSA") for goods or services provided for the benefit of BJWSA.

Acceptance of a Purchase Order from BJWSA by Vendor shall be deemed acceptance by the Vendor of all BJWSA terms and conditions set forth herein. **BJWSA TERMS AND CONDITIONS TAKE PRECEDENCE AND ARE THE ONLY TERMS AND CONDITIONS THAT WILL PERTAIN TO THE PURCHASE ORDER. ANY VENDOR TERMS AND CONDITIONS ATTACHED TO A PURCHASE ORDER SHALL BE NULL AND VOID.**

1. Neither BJWSA nor Vendor may assign the rights or obligations set forth in the Purchase Order or these terms and conditions without the express written consent of the other party.
2. Vendor shall comply with all applicable Laws and Regulations relating to the services to be performed or the goods to be supplied pursuant to the Purchase Order.
3. Vendor agrees to defend, indemnify and hold harmless BJWSA from any losses, damages, liabilities or expenses resulting from or arising out of the negligence or willful misconduct of the vendor.
4. Vendor shall maintain Workers Compensation Insurance and Automobile Liability Insurance as required by South Carolina law for the duration of any services provided pursuant to the Purchase Order. Vendor shall also maintain Commercial General Liability Insurance, name BJWSA as an Additional Insured under this policy and provide a certificate of insurance upon request by BJWSA.
5. Any change to the Purchase Order or these Terms and Conditions must be in writing, signed by both parties, in order to be effective.
6. The goods and services required under this agreement are necessary and important for the business operations of BJWSA and, therefore, time is of the essence in the performance of this Purchase Order.
7. BJWSA may terminate the Purchase Order for cause in the event that Vendor fails to properly perform its services or deliver its goods, fails to perform or deliver in a timely manner, or commits significant or repeated errors in the performance of the Purchase Order. In the event of termination of the Purchase Order for cause, BJWSA shall have no obligation to pay Vendor any additional compensation until such time as all goods or services required of Vendor have been properly performed or delivered. If the goods or services required in the Purchase Order are provided by a third party in order to complete the Purchase Order, then the cost paid by BJWSA for those goods and services shall be deducted from any remaining balance due to Vendor and any balance then remaining shall be paid to Vendor.
8. BJWSA may terminate the Purchase Order for its convenience, without any cause, upon fifteen (15) days written notice to Vendor. In the event of termination by BJWSA for convenience, BJWSA shall make payment to Vendor for all undisputed amounts within forty-five (45) days of the date of notice of the termination.
9. Net 30 Days: BJWSA will make payment of the invoice amount within 30 days of the invoice date. The invoice shall reference the BJWSA Purchase Order number.
10. Vendor warrants that all services provided pursuant to the Purchase Order shall be performed with the standard of care exercised by competent and prudent persons ordinarily performing in the same field within the State of South Carolina. All goods provided by Vendor shall be new and shall be fit for the specific purpose for which the goods are purchased. Vendor shall not take any action which will void, impair or adversely affect in any way any additional warranties provided by Manufacturers of any goods provided.
11. All Vendor representatives who access any BJWSA facility in order to perform services pursuant to the Purchase Order shall comply with the South Carolina Illegal Immigration Reform Act. Vendor representatives are required to be either an American citizen or a properly documented legal immigrant. Vendor shall produce proof of citizenship or immigration status upon request by BJWSA.
12. Vendor may only release information regarding its contracts, specifications, plans, maps or other documents relative to the BJWSA Purchase Order upon written permission provided by BJWSA. Otherwise, all such information shall be kept confidential.
13. Vendor shall be solely responsible for initiating, maintaining and supervising all safety and environmental precautions and programs in connection with services performed pursuant to the Purchase Order. Vendor shall comply with all applicable laws and regulations relating to the safety of persons or property or to the protection of persons or property from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

This contractor and all covered subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status.