















































































































## Purchase Order Terms and Conditions

- Agreement:** The Purchase Order ("Order"), constitutes the Authority's offer to Vendor upon the terms and conditions stated herein and on the one or more face pages of all orders for goods and/or services issued from time to time by the Authority to the Vendor, and any documents attached to or referred to within such orders. This Order shall be deemed accepted by Vendor in accordance with the provisions of Section 2 below. As used herein, the term "Vendor" shall mean the seller of goods and/or the provider of services contemplated by the Order; and the term "Authority" shall mean the Greater New Haven Water Pollution Control Authority.
- Acceptance of Order:** Upon the request of the Authority, an authorized representative of Vendor shall sign where indicated on this Order. If not so requested by the Authority, the Vendor's commencement of any services specified in this Order or the acquisition of any services or goods in order to perform any part of this Order shall constitute Vendor's acceptance of this Order; Vendor's commencement of work on any goods subject to this Order or the shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of this Order. Any acceptance of this Order is limited to acceptance of the express terms contained herein. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of this offer in Vendor's acceptance is hereby objected to and rejected.
- Termination:** The Authority may terminate this Order or any part hereof for cause in the event of any default by Vendor, or if Vendor fails to comply with any of the terms and conditions of this Order. In the event of termination for cause, the Authority shall not be liable to Vendor for any amount, and Vendor shall be liable to the Authority for any and all damages sustained by reason of the default or failure which gave rise to the termination. The Authority also reserves the right to terminate this Order or any part hereof for its sole convenience. In such event, the Authority's sole liability shall be payment of a reasonable termination charge based upon the reasonable costs incurred but excluding anticipated profits. Upon receipt of a termination notification, Vendor shall use its best efforts to mitigate its damages.
- Warranty:** Vendor expressly warrants that all goods and services that are furnished under this Order shall conform to all formulations, drawings, designs, data, specifications, requirements and samples; that such goods and services shall be in conformity with the highest standards of quality and professionalism, be new, and be free from defects in design, material and workmanship. Vendor warrants that all goods or services furnished hereunder will be merchantable, will be safe and appropriate for the purpose or purposes for which such goods or services of that kind are normally used, and shall be free from any claim of any third party including any infringement or violation of any patents, copyrights, trade secrets, licenses or other property rights of any third party. If Vendor knows or has reason to know the particular purpose for which the Authority intends to use the goods or services, then the Vendor warrants that such goods or services shall be fit for such particular purpose. Inspection, testing, acceptance, or use of the goods or services furnished hereunder shall not affect the Vendor's obligation under these warranties, and such warranties shall survive inspection, testing, acceptance, and use. Vendor's warranties shall run to the Authority, its successors, assigns, customers and users of services provided by the Authority. Vendor agrees promptly to replace, or to correct defects of, any goods or services that do not conform to the foregoing warranties, without expense to the Authority. If after a reasonable period of time the non conforming goods or services are not corrected or replaced, the Authority may elect to make such corrections or replace such goods and services and charge Vendor for all costs incurred by the Authority in doing so; which costs Vendor shall reimburse the Authority within thirty (30) days of the Authority's request.
- Price Warranty:** Vendor warrants that the prices shown on this Order shall be complete, and that no additional expenses or charges of any type shall be added without the Authority's express written consent.
- Force Majeure:** Neither party shall be liable to the other for any delays or failure to perform to the extent such delays or failure to perform are resulting from circumstances or causes beyond its control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, terrorist acts, war, or any law, order or requirement of any governmental agency or authority. The party delaying or unable to perform shall give immediate written notice to the other party, including the length of the expected delay, and shall use diligent efforts to resume performance as soon as practicable. In the event of partial performance, Vendor shall treat the Authority no less favorably than its most preferred customer.
- Indemnity:** Vendor agree to fully indemnify, defend and hold harmless the Authority, its officials, officers, directors, employees, agents, and customers from and against any and all claims, losses, liabilities, damages, demands, expenses, penalties, or costs (including reasonable attorneys' fees) arising out of or resulting from Vendor's performance or failure to perform under this Order or breach of these terms and conditions.
- Licenses and Insurance:** Vendor agrees to secure and maintain all licenses and bonds as necessary or appropriate for Vendor's full performance under this Order, and to purchase and maintain in full force and effect, at its own cost and expense, insurance coverage in the amounts and of the types as are standard in the industry or as may be required by the Authority from time to time. The liability of Vendor to the Authority is not limited by Vendor's insurance coverage. Vendor shall be solely responsible for the full amount of any deductible with respect to any and all insurance policies maintained by Vendor.
- Compliance With Laws:** Vendor warrants and represents that the furnishing of goods and/or performance of services pursuant to this Order shall be in accordance with the applicable standards, provisions and requirements of all federal, state or local laws, rules, regulations, executive orders or other ordinances.
- Changes:** The Authority shall have the right at any time to make changes in services, goods, formulations, drawings, designs, requirements, specifications, materials, packaging, equipment, time and place of performance, delivery, and method of transportation. If any such changes would cause a documented increase or decrease in the net cost of effecting such changes, or the time required for the performance, an equitable adjustment shall be made and this Order shall be modified in writing accordingly. Vendor agrees to accept any such changes subject to this paragraph.
- Delivery and Performance:** Time is of the essence for this entire order. If in order to comply with the Authority's required delivery or performance date it becomes necessary for Vendor to ship or perform by a more expensive method than as may be specified by this Order, then any increased costs, including but not limited to labor and transportation costs, resulting therefrom shall be paid for by Vendor, unless the necessity for such change in shipping or performance has been caused solely by the Authority.
- Limitation of Liability; Limitation of Action: IN NO EVENT SHALL THE AUTHORITY OR VENDOR BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS ORDER.**
- Resolution of Disputes:** All disputes hereunder shall be resolved in the state or federal courts located in the State of Connecticut, and each party consents to the jurisdiction of such courts in any action or proceeding and waives any objection to venue laid therein.
- Risk of Loss and Title:** Risk of loss and title to any goods or services set forth in the Order to which these terms and conditions are attached shall pass from Vendor to the Authority upon delivery and/or complete performance at the location specified by Authority.
- Right of Setoff; Request for Payment:** All claims for money by Vendor from the Authority shall be subject to deduction or set off by the Authority by reason of any counterclaim or any other claim arising out of this Order or any other transaction with Vendor. The Authority reserves all such rights of setoff against Vendor and its successors and assignees.
- Miscellaneous:** This Order constitutes the entire agreement between the parties. No part of this Order may be modified, waived, assigned, or subcontracted without the prior written approval of the Authority. This Order and all performance hereunder shall be construed in accordance with the laws of the State of Connecticut, without giving effect to any choice or conflict of law provisions or rule (whether of the State of Connecticut or any other jurisdiction). If any term or condition of this Order shall be determined by a court of competent jurisdiction to be unenforceable or contrary to law, then all other terms and conditions of this Order shall remain valid and in full force and effect, to the extent they are reasonably severable. The relationship of the parties is one of independent contractors, and neither Vendor nor the Authority intend to create any partnership, joint venture, employment or agency relationship. Vendor shall not represent to anyone that Vendor is an agent of the Authority or otherwise authorized to bind or commit the Authority in any way. The delay or failure of the Authority to enforce any provision of this Order shall not constitute a waiver by the Authority of such provision or any other provision set forth in this Order and shall not preclude the Authority from exercising any rights hereunder in the future.