

PURCHASE ORDER TERMS & CONDITIONS

By accepting this Purchase Order, the VENDOR agrees to the conditions set forth below. Any question as to the meaning of said conditions, or any request for a waiver thereof, must be made in writing to the Buyer before delivery of the goods.

1. **SHIPMENT AND/OR DELIVERY:** The VENDOR shall make every effort to effect delivery of goods to be furnished on this order in accordance with Purchaser's requirement date as indicated in this order. This Purchase Order may be cancelled without liability to the WHA if VENDOR fails to make delivery as specified. Verbal orders are not binding on the WHA and deliveries made without a formal Purchase Order or contract are at the risk of the VENDOR and may result in an unenforceable claim.
2. **EXCESS SHIPMENTS:** Quantity to be shipped on this order is to be net unless otherwise specified in writing by Buyer. All excess shipments will be returned to VENDOR for full credit without prior notification, at no cost to the Buyer.
3. **ACCEPTANCE:** The Purchaser shall not be responsible to make payment for goods delivered under this Purchase Order until the goods are inspected and accepted. Mere delivery by the VENDOR to the Buyer and acceptance of delivery shall not be deemed to constitute an inspection and acceptance of the goods themselves.
4. **QUALITY:** All material and services furnished must be of the best of their respective kinds. The VENDOR shall replace, repair or make good, without cost to the WHA, any defects or faults arising within one (1) year after date acceptance of work and/or materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the VENDOR.
5. **INSPECTION:** Goods or services purchased shall be subject to inspection upon arrival or completion notwithstanding prior payment thereof. Rejected material will be returned for credit. All handling and transportation expense both ways shall be paid by the VENDOR.
6. **CHANGES:** All changes in specifications, shipment routing, or other conditions of this purchase order, shall be taken up with the Purchaser by letter and no change will be valid unless confirmed by amendment order from the Purchaser.
7. **RESPONSIBILITY:** VENDOR shall be responsible for loss of or damage to any materials or equipment delivered by Purchaser to VENDOR or picked up by VENDOR upon which work is to be performed by VENDOR while in its possession or control, however such loss or damage may occur. All materials shall be FOB Destination.
8. **TITLE:** Title to all goods furnished pursuant to this Purchase Order shall remain in the VENDOR until delivery thereof is accepted by the Buyer. All risk against loss or damage shall be that of the VENDOR while title remains in the VENDOR.
9. **IDEMNITY:** If any work must be performed by the VENDOR by reason of sales of goods or services under this Purchase Order involves operations of any character by the VENDOR on the premises of the Purchaser, the VENDOR shall take all necessary precautions to prevent the occurrence of any accidents, injury or damage to any person or property during the progress of such work and shall be responsible for and shall indemnify the Purchaser and all persons acting for or on behalf of it against all loss, cost, claims, or expenses which may result in any way from any accident, injury or damage to other person or property, or from the death of any person by reason of any act of omission on the part of the VENDOR, its agents, employees or subcontractors, except to the extent that the accident, injury, damage or death is due solely and directly to the negligence or carelessness of the Purchaser; and the VENDOR should at all times maintain such public liability, property damage and employer's liability and compensation Insurance as the Purchaser may demand or as will protect the Purchaser from any and all of the foregoing risks and from any and all claims under any applicable Workmen's Compensation and Occupational Diseases Acts.
10. **RIGHT TO KNOW:** Any VENDOR who receives a Purchase Order agrees to submit a Material Data Safety Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance pursuant to M.G.L. CHIP SS8, 9 & 10 and the regulations contained in 441 CMR ss21.06 when deliveries are made. The VENDOR agrees to deliver all containers properly labeled pursuant to M.G.L. C11FS7 and the regulations contained in 441 CMR S21.0-5. Failure to submit an MSDS and /or label each container will place the VENDOR in noncompliance with this Purchase Order. Failure to furnish an MSDS and/or label each container may result in civil or criminal penalties, including bid debarment and action to prevent the VENDOR from selling said substances or mixtures containing said substances within the Commonwealth. All VENDORS furnishing substances or mixtures subject to Chapter 1111 or M.G.L. are cautioned to obtain and read the law and Rules and Regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.
11. **PAYMENT:** Invoices for goods will not become payable until the specified delivery date unless earlier delivery has been authorized by an amendment order from the Buyer. Any freight allowances must be deducted on the invoices. No charges will be allowed for packing, crating, freight, express or cartage unless specifically stated on the Purchase Order. Items listed on this Purchase Order are not subject to Federal excise tax or Commonwealth of Massachusetts sales tax, exemption certificates will be furnished upon request.
12. **INVOICES:** Invoices must cover the exact materials shipped. When partial shipments are made, render separate invoice for each shipment, or render invoice on the first of the month for all shipments made during the preceding month. Separate invoices are required for each individual purchase order.
13. **CANCELLATION:** The Purchaser reserves the right to cancel this order in full or in part, in the event of any defects in the material, workmanship or quality of the goods, or if not shipped as specified herein, or if not in accordance with the drawings, prints, approved samples or specifications. In the event of such cancellation the purchase price, if paid, shall be returned to the Buyer, without prejudice to the rights of either party to judicial review of the Buyer's right to cancel. A failure of the VENDOR to deliver the goods on or before the specified delivery date shall constitute grounds for the Buyer, at its sole option, to cancel the order, the Buyer then to be relieved of any liability hereunder.
14. **GOVERNMENT CONTRACTS:** Purchaser reserves the right at any time to terminate this contract to the extent that such contract covers materials or services to be used by Purchaser in performing a government contract and in the event that such contract is terminated by the Government or its agencies. VENDOR's rights in such event shall be governed by the Armed Services Procurement Regulations relating to the termination of subcontracts, which provisions in effect at the time are incorporated in this contract as though set forth in full.
15. **INVALIDATION OF PURCHASE ORDER:** The risk of any failure of the Buyer to comply with provision of law, or with federal or state regulation relative to purchases of this nature, shall be assumed by the VENDOR with the full understanding that the VENDOR shall have no rights against the Buyer by reason of the latter's non-compliance with such laws or regulations and the possible invalidation of the Purchase Order as a result thereof.
16. **PATENTS:** Trademarks or copyrights VENDOR guarantees that the sale or use of its products will not infringe any United States or foreign patents, trademarks or copyrights and agrees to indemnify Purchaser against all judgments, decrees, costs and expenses resulting from such alleged infringements and covenants; that VENDOR will upon request, and at its expense, defend or assist in the defense of any suit or action which may be brought against Purchaser by reason of any alleged infringement of any patent, trademark or copyright in the sale or use of VENDOR's products.
17. **DISCRIMINATION:** In connection with the performance of work under this Purchase Order, the VENDOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available for employees and applicants for employment, notices setting for the provision of the nondiscrimination clause.
18. **COMPLIANCE WITH LAW:** The VENDOR warrants that all goods delivered and services performed shall comply with all federal, state and other laws and regulations applying thereto.
19. **PUBLICITY:** No information relative to the sale of materials or articles covered by this Purchase Order is to be published without first obtaining Purchaser's written consent.
20. **VERBAL ORDERS:** Orders given verbally in writing or over the telephone are not binding unless confirmed by a regular Purchase Order.
21. **ASSIGNMENT:** This order shall not be assigned or subject in whole or in part without the permission of the Buyer.

Failure to comply with these requirements could result in the cancellation of your contract.