

## TERMS AND CONDITIONS

1. **EQUAL EMPLOYMENT OPPORTUNITY** – In accepting the order, seller shall be deemed to represent that seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin; that seller will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, sex, or national origin; such action to include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Seller shall also be deemed to represent that seller will comply with requirements of Executive Order 11246 and Executive Order 11375.
2. **FAIR LABOR STANDARDS ACT** – In accepting this order seller shall be deemed to represent that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and unless otherwise agreed in writing, seller shall insert a certificate on all invoices submitted in connection with this order, stating that the goods covered by the invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Including Section 12 (a).
3. **PATENTS** – The seller guarantees that the sale or use of the articles mentioned or brought on this order are not an infringement of any U.S. Patent, and covenants to defend every suit which shall be brought against the purchaser, or any party selling or using any product of the purchaser for any alleged infringement of any patent by reason of the sale or use of said component, and to pay all expenses and fees of counsel which shall be incurred in and about defending, and all costs, damages, and profits recoverable in every such suit; and that upon any refusal to perform any of these covenants, the county shall have the right to terminate this agreement by serving written notice upon the party selling said components.
4. **QUALITY** – All materials furnished must be of the best of their respective kinds. All materials purchased will be subject to inspection and approval of the county after delivery at destination. Materials rejected because of failure to meet specifications and standards are to be removed by seller from destination at his expense within 30 days. Materials held by county for disposition at risk of seller.
5. **COMPLIANCE** – Seller shall comply with all applicable federal, state, and local laws, order standards and regulations, including, but not limited to, the Occupational Safety and Health Act of 1970 and as amended from time to time. Seller certifies that all material furnished complies with current Federal OSHA Regulations.
6. **SUBSTITUTIONS** – No substitution or alteration of this order, nor shall materials other than those specified be changed, unless the County consents in writing.
7. **ASSIGNMENTS** – This order shall not be assigned in whole or in part without prior written permission of the County.
8. **CANCELLATION** – The County reserves the right to cancel all or any portion of this order if not delivered within the time specified in seller's quotation. Wood County also reserves the right to cancel all or any portion of this order within a 30 day prior written notice.
9. **ACCEPTANCE** – The seller is requested promptly to acknowledge receipt of this order and such acknowledgment shall constitute an acceptance binding on the part of the seller as to all specifications, terms and conditions stipulated in this order.
10. **PAYMENTS** – Final payment will not be made until the materials, supplies, equipment or services has been fully delivered and accepted and work completed to the full satisfaction of the County. Original invoices only acceptable document for vouchering. The County's Purchase Order number shall be shown on all shipping documents, invoices, and correspondence. Upon receipt of invoice, County will make payment within 30 days.

11. INSURANCE – If this order covers the performance of labor for the County, seller agrees to indemnify and protect the County against all liabilities , claims, or demands for injuries or damages to any person or property growing out of the performance of this contract, by seller, its servants, employees, agents, or representatives. Seller further agrees to furnish, upon County’s request insurance Carrier’s Certificate showing that seller has adequate workmen’s compensation, public liability, and property damage insurance coverage.

Wood County does not pay any insurance premiums for any coverage of property not owned by Wood County.

12. LATE PAYMENT CHARGES – Wood County does not assume any late payment penalties. No condition will alter this statement.

13. TAXES – The County is generally exempt from Federal Excise and Ohio State Sales and Use Tax. Tax exempt forms are available. Wood County does not assume any payment of personal property taxes for any equipment or property not owned by Wood County.

14. TRANSPORTATION - No charges shall be allowed for containers, boxing or cartage unless specified on the Purchase Order. Returnable deposits for containers not allowed, but return shall be guaranteed.

15. DELIVERY – Acceptance of and Responsibility for material shipped on this Purchase Order begins upon delivery by the carrier to the designated destination.

16. PRICE – Prices shown on Reverse Side are those submitted by seller in his Quotation.

17. DISCOUNTS – Payment discounts were not a factor in awarding this Purchase Order, however, any payment discounts offered will be taken, based on the County’s eligibility to comply with the time stated in the seller’s term of payment in his quotation.