GreenvilleWater

TERMS AND CONDITIONS OF PURCHASE

ACCEPTANCE/AGREEMENT: Greenville Water (Buyer) reserves the right to reject any and all quotations, to waive any informalities, and, unless otherwise specified by Seller, to accept any item in a quotation. By accepting or fulfilling this Purchase Order (PO), Seller agrees to the terms and conditions herein which shall prevail over any inconsistent provision in any form or other paper submitted by Seller. All shipments or services performed shall be deemed to have been made pursuant hereto. No other terms are acceptable. This PO, including all specifications and drawings, shall constitute the entire agreement between the parties unless modified in writing by Buyer.

BUYER'S PROPERTY IN SELLER'S POSSESSION: All tools, special dies, molds, patterns, jigs and any other property furnished to the Seller by the Buyer or specifically paid for by the Buyer for use in the performance of this PO shall be and remain the property of the Buyer; shall be subject to removal at any time upon the Buyer's demand; shall be used only in fulfilling orders for the Buyer; shall be maintained in good working order and condition and shall be clearly identified as the property of the Buyer. The Seller assumes all liability for loss or damage to such property.

DELIVERY: The terms of delivery are as stated on the reverse side hereof. The obligation of Seller to meet the delivery dates, specifications, and quantities set forth herein is of the essence of this PO. No boxing, packing, or cartage charge will be allowed unless authorized by this PO. Deliveries are to be made both in quantities and at times specified herein or, if not, such quantities and times are specified pursuant to Buyer's written instruction. Items not delivered may be canceled without penalty to Buyer. Oral cancellation notices, made by the Buyer or the Seller, are effective when made, but must be confirmed in writing. The Buyer shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in this PO unless arrangements for such early delivery have been confirmed with the receiving party.

PRICES: The price which Seller charges in satisfying this PO shall not be higher than Seller's most recent quote or charge to Buyer for such materials, supplies, services and/or installations unless Buyer expressly agrees otherwise in writing. Notwithstanding the prices set forth in fulfilling the PO, Buyer shall receive the benefit of any general reduction in the price of any item(s) listed herein which may be made by Seller at any time prior to the last delivery of goods or services covered by this PO.

TERMINATION: Buyer shall have the right to terminate this PO or any part thereof with a ten (10)-day notice in writing to Seller.

1) Without Cause. Buyer may terminate all or any part of this PO without cause. Any claim by Seller for damages due to termination without cause must be submitted to Buyer within thirty (30) days after effective date of termination.
2) For Cause. If Seller fails to make any delivery in accordance with the agreed delivery date, delivery schedule, or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to this PO, Buyer may, in addition to any other right or remedy provided by this PO or by law, terminate all or any part of this PO in writing without any liability of Buyer with respect to Seller at any time during the term of this PO. In the event of termination for cause, Buyer may purchase supplies or services elsewhere on such terms or in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for any cost and other expenses incurred by Buyer, which is charged to Buyer.

CHANGES: Buyer shall have the right at any time, by written notice, in the form of a PO Change Order, to Seller, to make changes in the specifications, design, the quantity of items ordered, delivery, and requirements covering testing, packaging, or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Seller for adjustment under this clause shall be deemed waived unless asserted in writing

within ten (10) days from receipt by the Seller of notice of change. Price increases, extensions of time for delivery and change in quantity shall not be binding on the Buyer unless evidenced by a form of Change Order issued and signed by the Buyer.

INSPECTION: Seller shall inspect all Orders prior to shipment to the Buyer. Buyer shall have the right to inspect and approve or reject any materials, supplies, services and/or installations upon arrival of notice of completion prior to payment without regard to the manner of shipment, completion, or any shipping or price terms contained in this PO All materials, supplies, services and/or installations must be furnished as specified.

1) Defective, damaged, and nonconforming materials and/or supplies may be returned for credit or refund, at Seller's expense. Buyer may charge Seller for all expenses of unpacking, examining, repacking and reshipping of such materials and/or supplies.
2) Defective, incorrect and nonconforming services and/or installations may be returned for credit or refund, at Seller's expense. All of the above notwithstanding prior payment by Buyer
3) It shall be the Seller's obligations to correct defects.

WARRANTY: Seller expressly warrants that all materials, supplies, services and/or installations covered by this PO shall:

1) Conform to the specifications, drawings, samples, or other descriptions specified by Buyer or if none are so specified, to Seller's standard specification or the standards of the ASTM or ANSI or other national standard organizations;
2) Be new and unless specified to the contrary on the face hereof, will be free from defects in material and workmanship and will be free of all liens and encumbrances and will conform to any affirmation of facts made on the container or label;
3) Be adequately contained, packaged, marked, labeled and/or provided in compliance with all applicable federal and state laws and regulations (including materials deemed hazardous);
4) Be performed within the rules and regulations of the Occupational Safety and Health Act of 1970, as amended;
5) Be produced or transferred or disposed of as required by federal and state laws and regulation under the conditions of the Toxic Substances Control Act; the Hazardous Materials Control and Hazardous Waste Regulations; and other toxic laws and programs;
6) Have good marketable title.

Seller further expressly agrees to protect, indemnify, and hold harmless Buyer, its employees and agents for any loss, damage, fine, liability, fee (including reasonable charges and fees) or expense arising in connection with or resulting from Seller's failure to furnish materials or supplies or perform services that conform to any warranty contained herein.

INDEPENDENT CONTRACTOR, INSURANCE: Seller certifies, by acceptance, that he/she is an independent contractor. Seller shall protect, defend, and indemnify and hold Buyer harmless against all damages, liability, claims, losses and expenses (including attorney's fees) arising out of, or resulting in any way from Seller's negligence in providing the goods or services purchased hereunder or from any act or omission of Seller, its agents, employees, or subcontractors. Seller shall maintain such public liability insurance, including contractual liability, automobile and general public liability (including non-owned automobile liability), Worker's Compensation, and employer's liability insurance, as well as adequately protect Buyer against such damage, liabilities, claims, losses, and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by Buyer.

FORCE MAJEURE: Buyer may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such materials, supplies, services and or installations at the direction of Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible only for Sellers direct additional costs in holding

the goods or delaying performance of this PO and Buyer's request. Seller shall also be excused if delivery is delayed by unforeseen events beyond its reasonable control, provided Seller notifies Buyer as soon as they occur. Buyer may cancel this PO if such delay exceeds thirty (30) days from the original delivery date. Seller shall use its best efforts to grant preference to this PO over those of other customers, which were placed after this PO

EQUAL OPPORTUNITY CLAUSE: By acceptance of this PO, Seller certifies it is in compliance with the Equal Opportunity Clause required by Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

AUTHORITY OF AGENT OR FACTOR: Seller represents that, whenever it executes this PO on behalf of a third party as an agent or factor, it shall disclose the existence of the agency or factor relationship to Buyer. Seller shall be deemed to have the legal authority to enter into this PO with Buyer on behalf of the third party.

INTERPRETATION OF CONTRACT DOCUMENTS: In the event of a conflict between the terms of this PO and the attached specification with respect to any obligation of Seller, the provision which imposes the greater obligations upon Seller shall prevail.

LAW OF THE CONTRACT: This PO shall be governed by and interpreted in accordance with the laws of the State of South Carolina.