

PURCHASE ORDER



DATE	PO NO.
5/31/19	11942
Purchase Order # Must Appear on All Correspondence	
PAGE NO.	REF DOC NO.
Page 1 of 2	

CARROLL COUNTY, MARYLAND

225 North Center Street

Westminster, MD 21157-5194

410-386-2181 – Toll Free 1-888-302-8978

Fax: 410-840-8929

Invoice To:

Carroll County Government

Attention: Utilities

225 North Center Street

Westminster, MD 21157

Vendor No:

Brenntag Northeast

81 W Huller Lane

Reading, PA 19605

Ship To:

Carroll County Government

Attention: Utilities

225 North Center Street

Westminster, MD 21157

DATE REQUIRED	SHIP VIA	F.O.B.	TERMS	DEPARTMENT
As Required	Best Way	Destination	Net 30 days	Utilities
QUANTITY	UNIT/MEASURE	ITEM DESCRIPTION	UNIT COST	EXTENDED COST
		Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.		
		Sodium Bisulfate 38-40%, bulk delivered- \$0.2282 pound		
		Caustic Soda 50%- \$0.22 pound 3,500+ deliveries		
		Caustic Soda 50%, 680lb drum delivered- \$0.5548 pound		
		County Contact: Andy Watcher @ 410-386-2164		
		Vendor Contact: Jayanna Yeakle @ 610-858-4834		

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)

This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth in such form as well as those shown or referred to on the face of this order.

PURCHASE ORDER TERMS AND CONDITIONS

DELIVERY AND TRANSPORTATION

- A. Seller shall deliver the goods or provide the service according to the terms set forth on this Purchase Order. Time is of the essence of this order. Seller's failure to meet the delivery date(s) shall constitute a material breach.
- B. No variations shall be made to the delivery date(s) unless accepted in writing by Buyer.
- C. If Seller has reason to believe one or more of the delivery dates will not be met, Seller shall give Buyer prompt notice. If Seller does not meet one or more delivery dates, or if seller notifies Buyer that it anticipates not being able to meet one or more of the delivery dates, Buyer, at its sole discretion, may obtain substitute goods, material, or services from an alternate source. Buyer may recover from Seller damages the difference between the cost of the substituted goods, material, or services and the contract price together with any incidental or consequential damages, less expenses saved in consequence of Seller's breach.

WARRANTIES

In addition to any warranties provided by law, Seller expressly warrants that the goods, materials, or services: (1) shall be of good quality and workmanship, and free from all defects, latent or patent; (2) shall conform to the drawings, specifications, descriptions and samples, if any, furnished or specified by Buyer; and (3) shall be suitable and sufficient for the intended purposes represented by Seller.

SPECIFICATIONS AND INSPECTION

- A. Seller shall not substitute goods, materials, or services for those specified or proposed without Buyer's written authorization.
- B. All goods, materials and services which are the subject of this order shall be subject to Buyer's inspection and acceptance.
- C. If the goods, materials, or services do not conform and are rejected, Seller shall pay Buyer's inspection expenses.
- D. Buyer may reject any goods, material, or services which Buyer finds to be defective in material or workmanship or which otherwise fail to meet the specifications, proposal, or requirements of this order. If Buyer rejects part of the order, Buyer may adjust Seller's account proportionally, reducing the amount owed Seller by the value of the portion rejected.
- E. Buyer shall notify Seller within a reasonable time following rejection of the order, in whole or in part. Within ten (10) days of notice of rejection, Seller shall provide Buyer with reasonable instructions regarding the disposition of the rejected goods, material or services. Buyer shall comply with any reasonable instructions. Seller shall pay all handling and transportation costs Buyer incurs for the rejected goods. If Seller does not provide reasonable instructions within ten (10) days after receiving notice of rejections, Buyer may return the rejected goods to Seller at Seller's risk and expense.

CANCELLATION AND TERMINATION

- A. Buyer may cancel this order, in whole or in part, without liability to Seller at any time before Seller begins work or incurs expenses for the order.
- B. Buyer may terminate this order in whole or in part, without liability to Seller except to pay for goods, materials, or services provided or expenses incurred before termination, if any of the following occur: (1) Seller becomes insolvent; (2) Seller files a voluntary petition in bankruptcy; (3) an involuntary petition to have Seller declared bankrupt is filed; (4) a receiver or trustee is appointed for Seller; (5) Seller executes an agreement or assignment for the benefit of creditors; (6) Seller breaches any of the terms of this agreement; (7) Seller fails to make progress on this order so as to endanger its performance; (8) the occurrence of fire, act of God, or other event beyond Buyer's control which makes Buyer's performance impracticable or impossible; or (9) any other cause.
- C. If Buyer terminates the order pursuant to this Agreement, Seller shall immediately cease work and incurs no additional expenses relating to this order except as Buyer may direct in its termination notice. Buyer shall pay Seller an amount as negotiated between Buyer and Seller for goods, materials, or services provided before termination. If Buyer and Seller are unable to agree on the amount to be paid, Buyer will pay Seller, and Seller hereby agrees to accept in full payment: (1) the stipulated price for goods, materials, or services completed and received before termination; and (2) Seller's cost and expense for unfinished work and raw materials on hand required for completion of the order, provided, however, that Seller shall take reasonable steps to mitigate its cost and expense for unfinished work and raw material on hand.

CHANGE ORDERS

Buyer may require changes in this order- including, but not limited to, changes in drawings, designs, specifications, method of inspections, method of packing, order periods, rate or method of shipment, and place of delivery- by advising Seller in writing. Adjustments to the order's cost resulting from a change order shall be in writing and binding upon Buyer and Seller. No change order or price adjustment shall be binding on Buyer unless in writing signed by Buyer's authorized representative.

PAYMENT

Buyer shall pay Seller in accordance with the terms, if any, expressed in the order. Unless agreed otherwise in writing, Buyer shall pay Seller only after receipt of all goods, materials, or services ordered are inspected and accepted. Seller shall not deliver goods, materials, or services to Buyer "COD", unless Buyer instructs otherwise in writing. Cash Discount periods shall be computed from the date Buyer last received the goods, material, or services, or receipt of Seller's invoice, whichever is later.

REMEDIES

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USE OF INFORMATION

- A. All specifications, drawings, sketches, models, technical information, and data (hereinafter "information") furnished to Seller for this Order shall remain Buyer's property and shall be returned to Buyer upon request. All information provided by Buyer shall be confidential and may be used by Seller only to fill this Order.
- B. Information provided by Seller shall not be confidential and shall be free from restriction (other than patent infringement), unless Buyer agrees otherwise in writing.

COMPLIANCE WITH LAWS

Seller shall comply with all applicable state, federal and local laws, rules and regulations.

INDEMNITY

Seller indemnifies, holds harmless and defends Buyer from all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and court costs arising out of this Order.

INDEPENDENT CONTRACTOR STATUS

- A. If this contract is for the purchase of services in conjunction with goods or materials, Seller is an Independent Contractor and shall not be construed as, nor shall it represent itself as, Buyer's employee.
- B. The work to be performed under this purchase order will be performed entirely at Seller's risk. Seller is responsible for the condition of tools and equipment used in performing the work. Seller indemnifies Buyer for all liability or loss arising out of Seller's performance of the work.
- C. If this Agreement is a purchase of services-either solely or in conjunction with purchase of goods or material-for the duration of the work, Seller shall maintain worker's compensations insurance for its employees if required by law, and shall provide Buyer with proof of compliance with this requirement before beginning work. If Seller fails to maintain worker's compensation insurance on its employees for the duration of this Agreement, Seller shall indemnify Buyer for any claims against its worker's compensation policy; and
- D. If this Agreement is a purchase of services-either solely or in conjunction with purchase of goods or material-for the duration of the work, Seller shall maintain property and casualty insurance in amounts as required by Buyer. Seller shall provide Buyer with a Certificate of Insurance as proof of coverage upon Buyer's request.

APPLICABLE LAW

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DELEGATION

Seller may not delegate its duties under this Agreement without Buyer's written consent.

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225 North Center Street

Westminster, MD 21157-5194

410-386-2181 – Toll Free 1-888-302-8978

Fax: 410-840-8929

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Attention: Utilities

225 North Center Street

Westminster, MD 21157

DATE	PO NO.
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Vendor No:

Chemrite, Inc.

5202 Belle Wood Ct, STE 104

Buford, GA 30518

Ship To:

Carroll County Government

Attention: Utilities

225 North Center Street

Westminster, MD 21157

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Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.

Potassium Permanganate, Cairox, 150kg drum delivered- \$2.1939 pound

County Contact: Andy Watcher @ 410-386-2164

Vendor Contact: Aaron Opp @ 770-271-5576

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)

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- E. Buyer shall notify Seller within a reasonable time following rejection of the order, in whole or in part. Within ten (10) days of notice of rejection, Seller shall provide Buyer with reasonable instructions regarding the disposition of the rejected goods, material or services. Buyer shall comply with any reasonable instructions. Seller shall pay all handling and transportation costs Buyer incurs for the rejected goods. If Seller does not provide reasonable instructions within ten (10) days after receiving notice of rejections, Buyer may return the rejected goods to Seller at Seller's risk and expense.

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DATE	PO NO.
5/31/19	11938
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Vendor No:

George S Coyne Chemical Co

3015 State Rd

Croydon, PA 19021

Ship To:

Carroll County Government

Attention: Utilities

225 North Center Street

Westminster, MD 21157

DATE REQUIRED

As Required

SHIP VIA

Best Way

F.O.B.

Destination

TERMS

Net 30 days

DEPARTMENT

Utilities

QUANTITY	UNIT/MEASURE	ITEM DESCRIPTION	UNIT COST	EXTENDED COST
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Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.

Sulfuric Acid, 2600lb tote delivered- \$0.2500/pound
Hydrofluosilicic Acid 23-25%, bulk delivered- \$0.2793/pound

County Contact: Andy Watcher @ 410-386-2164
Vendor Contact: Donald Helwig @ 215-785-3000

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)

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CARROLL COUNTY, MARYLAND

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Fax: 410-840-8929

Invoice To:

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Attention: Utilities

225 North Center Street

Westminster, MD 21157

Vendor No:

Kuehne Chemical Co.

86 North Hackensack Ave

Kearny, NJ 07032

Ship To:

Carroll County Government

Attention: Utilities

225 North Center Street

Westminster, MD 21157

DATE REQUIRED

As Required

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QUANTITY	UNIT/MEASURE	ITEM DESCRIPTION	UNIT COST	EXTENDED COST
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Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.

Sodium Hypochlorite, bulk delivered- \$0.8755 gallon

County Contact: Andy Watcher @ 410-386-2164

Vendor Contact: Susan Anthony @ 973-589-0700

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)

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- C. If Buyer terminates the order pursuant to this Agreement, Seller shall immediately cease work and incurs no additional expenses relating to this order except as Buyer may direct in its termination notice. Buyer shall pay Seller an amount as negotiated between Buyer and Seller for goods, materials, or services provided before termination. If Buyer and Seller are unable to agree on the amount to be paid, Buyer will pay Seller, and Seller hereby agrees to accept in full payment: (1) the stipulated price for goods, materials, or services completed and received before termination; and (2) Seller's cost and expense for unfinished work and raw materials on hand required for completion of the order, provided, however, that Seller shall take reasonable steps to mitigate its cost and expense for unfinished work and raw material on hand.

CHANGE ORDERS

Buyer may require changes in this order- including, but not limited to, changes in drawings, designs, specifications, method of inspections, method of packing, order periods, rate or method of shipment, and place of delivery- by advising Seller in writing. Adjustments to the order's cost resulting from a change order shall be in writing and binding upon Buyer and Seller. No change order or price adjustment shall be binding on Buyer unless in writing signed by Buyer's authorized representative.

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Buyer shall pay Seller in accordance with the terms, if any, expressed in the order. Unless agreed otherwise in writing, Buyer shall pay Seller only after receipt of all goods, materials, or services ordered are inspected and accepted. Seller shall not deliver goods, materials, or services to Buyer "COD", unless Buyer instructs otherwise in writing. Cash Discount periods shall be computed from the date Buyer last received the goods, material, or services, or receipt of Seller's invoice, whichever is later.

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The remedies reserved to Buyer in this Agreement are in addition to any other remedies available under law. Buyer's failure to enforce explicit waiver of any breach of this Agreement shall not constitute a waiver of future breaches.

USE OF INFORMATION

- A. All specifications, drawings, sketches, models, technical information, and data (hereinafter "information") furnished to Seller for this Order shall remain Buyer's property and shall be returned to Buyer upon request. All information provided by Buyer shall be confidential and may be used by Seller only to fill this Order.
- B. Information provided by Seller shall not be confidential and shall be free from restriction (other than patent infringement), unless Buyer agrees otherwise in writing.

COMPLIANCE WITH LAWS

Seller shall comply with all applicable state, federal and local laws, rules and regulations.

INDEMNITY

Seller indemnifies, holds harmless and defends Buyer from all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and court costs arising out of this Order.

INDEPENDENT CONTRACTOR STATUS

- A. If this contract is for the purchase of services in conjunction with goods or materials, Seller is an Independent Contractor and shall not be construed as, nor shall it represent itself as, Buyer's employee.
- B. The work to be performed under this purchase order will be performed entirely at Seller's risk. Seller is responsible for the condition of tools and equipment used in performing the work. Seller indemnifies Buyer for all liability or loss arising out of Seller's performance of the work.
- C. If this Agreement is a purchase of services-either solely or in conjunction with purchase of goods or material-for the duration of the work, Seller shall maintain worker's compensations insurance for its employees if required by law, and shall provide Buyer with proof of compliance with this requirement before beginning work. If Seller fails to maintain worker's compensation insurance on its employees for the duration of this Agreement, Seller shall indemnify Buyer for any claims against its worker's compensation policy; and
- D. If this Agreement is a purchase of services-either solely or in conjunction with purchase of goods or material-for the duration of the work, Seller shall maintain property and casualty insurance in amounts as required by Buyer. Seller shall provide Buyer with a Certificate of Insurance as proof of coverage upon Buyer's request.

APPLICABLE LAW

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DELEGATION

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PURCHASE ORDER



DATE	PO NO.
5/31/19	11944
Purchase Order # Must Appear on All Correspondence	
PAGE NO.	REF DOC NO.
Page 1 of 2	

CARROLL COUNTY, MARYLAND

225 North Center Street

Westminster, MD 21157-5194

410-386-2181 – Toll Free 1-888-302-8978

Fax: 410-840-8929

Invoice To:

Carroll County Government

Attention: Utilities

225 North Center Street

Westminster, MD 21157

Vendor No:

Pollu-Tech, Inc.

PO Box 583

DuBois, PA 15801

Ship To:

Carroll County Government

Attention: Utilities

225 North Center Street

Westminster, MD 21157

DATE REQUIRED

As Required

SHIP VIA

Best Way

F.O.B.

Destination

TERMS

Net 30 days

DEPARTMENT

Utilities

QUANTITY	UNIT/MEASURE	ITEM DESCRIPTION	UNIT COST	EXTENDED COST
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Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.

CL835 Polymer, 450lb drum delivered- \$2.0000 pound

County Contact: Andy Watcher @ 410-386-2164

Vendor Contact: Davis Szczotka @ 814-375-5214

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)

This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth in such form as well as those shown or referred to on the face of this order.

PURCHASE ORDER TERMS AND CONDITIONS

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- C. If Seller has reason to believe one or more of the delivery dates will not be met, Seller shall give Buyer prompt notice. If Seller does not meet one or more delivery dates, or if seller notifies Buyer that it anticipates not being able to meet one or more of the delivery dates, Buyer, at its sole discretion, may obtain substitute goods, material, or services from an alternate source. Buyer may recover from Seller damages the difference between the cost of the substituted goods, material, or services and the contract price together with any incidental or consequential damages, less expenses saved in consequence of Seller's breach.

WARRANTIES

In addition to any warranties provided by law, Seller expressly warrants that the goods, materials, or services: (1) shall be of good quality and workmanship, and free from all defects, latent or patent; (2) shall conform to the drawings, specifications, descriptions and samples, if any, furnished or specified by Buyer; and (3) shall be suitable and sufficient for the intended purposes represented by Seller.

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DELEGATION

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PURCHASE ORDER



DATE	PO NO.
5/31/19	11939
Purchase Order # Must Appear on All Correspondence	
PAGE NO.	REF DOC NO.
Page 1 of 2	

CARROLL COUNTY, MARYLAND

225 North Center Street

Westminster, MD 21157-5194

410-386-2181 – Toll Free 1-888-302-8978

Fax: 410-840-8929

Invoice To:

Carroll County Government

Attention: Utilities

225 North Center Street

Westminster, MD 21157

Vendor No:

Shannon Chemical Corp

PO Box 376

Malvern, PA 19355

Ship To:

Carroll County Government

Attention: Utilities

225 North Center Street

Westminster, MD 21157

DATE REQUIRED

As Required

SHIP VIA

Best Way

F.O.B.

Destination

TERMS

Net 30 days

DEPARTMENT

Utilities

QUANTITY	UNIT/MEASURE	ITEM DESCRIPTION	UNIT COST	EXTENDED COST
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Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.

Citric Acid CMD 150, 3400lb tote delivered- \$0.5807/pound
Poly Orthophosphate P722, 275ga tote delivered- \$1,717.67 tote

County Contact: Andy Watcher @ 410-386-2164

Vendor Contact: Daniel Flynn @ 610-363-9090

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)

This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth in such form as well as those shown or referred to on the face of this order.

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PURCHASE ORDER



CARROLL COUNTY, MARYLAND

225 North Center Street

Westminster, MD 21157-5194

410-386-2181 – Toll Free 1-888-302-8978

Fax: 410-840-8929

Invoice To:

Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

DATE	PO NO.
5/31/19	11941
Purchase Order # Must Appear on All Correspondence	
PAGE NO.	REF DOC NO.
Page 1 of 2	

Vendor No:

USALCO
2601 Cannery Ave
Baltimore, MD 21226

Ship To:

Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

DATE REQUIRED	SHIP VIA	F.O.B.	TERMS	DEPARTMENT
As Required	Best Way	Destination	Net 30 days	Utilities

QUANTITY	UNIT/MEASURE	ITEM DESCRIPTION	UNIT COST	EXTENDED COST
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Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.

Kemira PAX XL (Aluminum Chloride), bulk delivered- \$3.9350 gallon
Delpac 2000B, bulk delivered- \$0.1900 pound

County Contact: Andy Watcher @ 410-386-2164
Vendor Contact: Melanie Rock @ 410-354-0100

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)

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- C. If this Agreement is a purchase of services-either solely or in conjunction with purchase of goods or material-for the duration of the work, Seller shall maintain worker's compensations insurance for its employees if required by law, and shall provide Buyer with proof of compliance with this requirement before beginning work. If Seller fails to maintain worker's compensation insurance on its employees for the duration of this Agreement, Seller shall indemnify Buyer for any claims against its worker's compensation policy; and
- D. If this Agreement is a purchase of services-either solely or in conjunction with purchase of goods or material-for the duration of the work, Seller shall maintain property and casualty insurance in amounts as required by Buyer. Seller shall provide Buyer with a Certificate of Insurance as proof of coverage upon Buyer's request.

APPLICABLE LAW

This Agreement shall be interpreted and enforced under the laws of the State of Maryland. Seller agrees to submit to the jurisdiction of Maryland Courts.

DELEGATION

Seller may not delegate its duties under this Agreement without Buyer's written consent.

PURCHASE ORDER



CARROLL COUNTY, MARYLAND

225 North Center Street

Westminster, MD 21157-5194

410-386-2181 – Toll Free 1-888-302-8978

Fax: 410-840-8929

Invoice To:

Carroll County Government

Attention: Utilities

225 North Center Street

Westminster, MD 21157

DATE	PO NO.
5/31/19	11945
Purchase Order # Must Appear on All Correspondence	
PAGE NO.	REF DOC NO.
Page 1 of 2	

Vendor No:

C.F. Zeiler, LLC

8601 LaSalle Rd- STE 203

Towson, MD 21286

Ship To:

Carroll County Government

Attention: Utilities

225 North Center Street

Westminster, MD 21157

DATE REQUIRED

As Required

SHIP VIA

Best Way

F.O.B.

Destination

TERMS

Net 30 days

DEPARTMENT

Utilities

QUANTITY	UNIT/MEASURE	ITEM DESCRIPTION	UNIT COST	EXTENDED COST
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Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.

Solar Salt, 50lb bag delivered- \$6.19 bag

County Contact: Andy Watcher @ 410-386-2164

Vendor Contact: Patrick Higgins @ 410-828-7182

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)

This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth in such form as well as those shown or referred to on the face of this order.

PURCHASE ORDER TERMS AND CONDITIONS

DELIVERY AND TRANSPORTATION

- A. Seller shall deliver the goods or provide the service according to the terms set forth on this Purchase Order. Time is of the essence of this order. Seller's failure to meet the delivery date(s) shall constitute a material breach.
- B. No variations shall be made to the delivery date(s) unless accepted in writing by Buyer.
- C. If Seller has reason to believe one or more of the delivery dates will not be met, Seller shall give Buyer prompt notice. If Seller does not meet one or more delivery dates, or if seller notifies Buyer that it anticipates not being able to meet one or more of the delivery dates, Buyer, at its sole discretion, may obtain substitute goods, material, or services from an alternate source. Buyer may recover from Seller damages the difference between the cost of the substituted goods, material, or services and the contract price together with any incidental or consequential damages, less expenses saved in consequence of Seller's breach.

WARRANTIES

In addition to any warranties provided by law, Seller expressly warrants that the goods, materials, or services: (1) shall be of good quality and workmanship, and free from all defects, latent or patent; (2) shall conform to the drawings, specifications, descriptions and samples, if any, furnished or specified by Buyer; and (3) shall be suitable and sufficient for the intended purposes represented by Seller.

SPECIFICATIONS AND INSPECTION

- A. Seller shall not substitute goods, materials, or services for those specified or proposed without Buyer's written authorization.
- B. All goods, materials and services which are the subject of this order shall be subject to Buyer's inspection and acceptance.
- C. If the goods, materials, or services do not conform and are rejected, Seller shall pay Buyer's inspection expenses.
- D. Buyer may reject any goods, material, or services which Buyer finds to be defective in material or workmanship or which otherwise fail to meet the specifications, proposal, or requirements of this order. If Buyer rejects part of the order, Buyer may adjust Seller's account proportionally, reducing the amount owed Seller by the value of the portion rejected.
- E. Buyer shall notify Seller within a reasonable time following rejection of the order, in whole or in part. Within ten (10) days of notice of rejection, Seller shall provide Buyer with reasonable instructions regarding the disposition of the rejected goods, material or services. Buyer shall comply with any reasonable instructions. Seller shall pay all handling and transportation costs Buyer incurs for the rejected goods. If Seller does not provide reasonable instructions within ten (10) days after receiving notice of rejections, Buyer may return the rejected goods to Seller at Seller's risk and expense.

CANCELLATION AND TERMINATION

- A. Buyer may cancel this order, in whole or in part, without liability to Seller at any time before Seller begins work or incurs expenses for the order.
- B. Buyer may terminate this order in whole or in part, without liability to Seller except to pay for goods, materials, or services provided or expenses incurred before termination, if any of the following occur: (1) Seller becomes insolvent; (2) Seller files a voluntary petition in bankruptcy; (3) an involuntary petition to have Seller declared bankrupt is filed; (4) a receiver or trustee is appointed for Seller; (5) Seller executes an agreement or assignment for the benefit of creditors; (6) Seller breaches any of the terms of this agreement; (7) Seller fails to make progress on this order so as to endanger its performance; (8) the occurrence of fire, act of God, or other event beyond Buyer's control which makes Buyer's performance impracticable or impossible; or (9) any other cause.
- C. If Buyer terminates the order pursuant to this Agreement, Seller shall immediately cease work and incurs no additional expenses relating to this order except as Buyer may direct in its termination notice. Buyer shall pay Seller an amount as negotiated between Buyer and Seller for goods, materials, or services provided before termination. If Buyer and Seller are unable to agree on the amount to be paid, Buyer will pay Seller, and Seller hereby agrees to accept in full payment: (1) the stipulated price for goods, materials, or services completed and received before termination; and (2) Seller's cost and expense for unfinished work and raw materials on hand required for completion of the order, provided, however, that Seller shall take reasonable steps to mitigate its cost and expense for unfinished work and raw material on hand.

CHANGE ORDERS

Buyer may require changes in this order- including, but not limited to, changes in drawings, designs, specifications, method of inspections, method of packing, order periods, rate or method of shipment, and place of delivery- by advising Seller in writing. Adjustments to the order's cost resulting from a change order shall be in writing and binding upon Buyer and Seller. No change order or price adjustment shall be binding on Buyer unless in writing signed by Buyer's authorized representative.

PAYMENT

Buyer shall pay Seller in accordance with the terms, if any, expressed in the order. Unless agreed otherwise in writing, Buyer shall pay Seller only after receipt of all goods, materials, or services ordered are inspected and accepted. Seller shall not deliver goods, materials, or services to Buyer "COD", unless Buyer instructs otherwise in writing. Cash Discount periods shall be computed from the date Buyer last received the goods, material, or services, or receipt of Seller's invoice, whichever is later.

REMEDIES

The remedies reserved to Buyer in this Agreement are in addition to any other remedies available under law. Buyer's failure to enforce explicit waiver of any breach of this Agreement shall not constitute a waiver of future breaches.

USE OF INFORMATION

- A. All specifications, drawings, sketches, models, technical information, and data (hereinafter "information") furnished to Seller for this Order shall remain Buyer's property and shall be returned to Buyer upon request. All information provided by Buyer shall be confidential and may be used by Seller only to fill this Order.
- B. Information provided by Seller shall not be confidential and shall be free from restriction (other than patent infringement), unless Buyer agrees otherwise in writing.

COMPLIANCE WITH LAWS

Seller shall comply with all applicable state, federal and local laws, rules and regulations.

INDEMNITY

Seller indemnifies, holds harmless and defends Buyer from all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and court costs arising out of this Order.

INDEPENDENT CONTRACTOR STATUS

- A. If this contract is for the purchase of services in conjunction with goods or materials, Seller is an Independent Contractor and shall not be construed as, nor shall it represent itself as, Buyer's employee.
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