



LOWER PROVIDENCE TOWNSHIP PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance. This Purchase Order shall constitute no more than the Township's offer to purchase goods from Seller in accordance with these terms and conditions and any additional terms and conditions expressly set forth or incorporated by express reference on the Purchase Order (hereinafter collectively referred to as the "Terms and Conditions").
2. Changes. No change shall be undertaken except upon written authorization of the Township.
3. Forge Majeure. Buyer shall have the right to suspend shipments from Seller hereunder without penalty of liability to Buyer in the event of war, riot, flood, acts of God, fire, court order, strike, work stoppage, act of governmental authority, or other causes beyond Buyer's control.
4. Delivery. The time of delivery is of the essence.
5. Inspection. Buyer shall have the right to inspect goods delivered prior to acceptance, notwithstanding the fact that full or partial payment for the goods has been made prior to the delivery, that the goods have been inspected at Seller's place of business, or that the condition of the goods has been otherwise certified to Buyer. Buyer may reject or revoke its acceptance of any goods which do not strictly conform with Seller's obligation under the Terms and Conditions, and in such event, Buyer shall be entitled to exercise all or any of the remedies set forth in Paragraph 9.
6. Warranties. Seller expressly warrants that all goods purchased and delivered hereunder:
 - (a) shall strictly conform in all respects with Buyer's descriptions and specifications incorporated herein;
 - (b) shall strictly conform in all respects to any samples, drawings, specifications or other written documents presented to Buyer in connection with the sale of such goods to Buyer;
 - (c) shall be merchantable, of new and best material and fit for the purpose for which such goods are intended; and
 - (d) shall be free from all defects, including latent defects, in workmanship and material and design.



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7. Compliance of Law. The goods which are the subject of this Purchase Order have been or will be manufactured and sold in strict applicant with all applicable laws.
8. Cancellation. Buyer may, by written notice to Seller, cancel this Purchase Order, or any part of it, upon the occurrence of any of the following events ("Events of Default"):
 - (a) Seller fails fully to perform any of its obligations under the Terms and Conditions, including without limitation, the timeliness of delivery, the conformity of goods delivered or conformity with any express or implied warranty hereunder; and
 - (b) Buyer in its reasonable opinion believes that Seller's ability to perform this Purchase Order is in danger or impaired.

In the event of such cancellation, Buyer shall have the rights and remedies set forth in Paragraph 9 below and Buyer's sole liability to Seller shall be for conforming goods completed and delivered to Buyer in accordance with this Purchase Order.

9. Rights and Remedies. If an Event of Default occurs, Buyer shall, in addition to the right of cancellation, be entitled to all remedies for a breach of contract set forth in the UCC and all other remedies available at law or in equity. Additionally, Buyer may, at its option:
 - (a) refuse to accept delivery of the goods;
 - (b) refuse to accept a subsequent tender of substitute, conforming goods;
 - (c) return nonconforming or late delivered goods to Seller at Seller's expense and, at Buyer's option, either recover all payments made therefore and expenses incident thereto, or at Seller's expense, receive replacement therefore;
 - (d) recover any advance payments from Seller for undelivered goods;
 - (e) have Seller repair or replace defective goods at Seller's expense; or
 - (f) if defective goods are repaired or replaced by Buyer or Seller, charge Seller for all costs and expenses or repairing or restoring



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non-defective work or goods disturbed as a consequence of repairing or replacing defective goods.

10. Assignment. Seller shall not assign, delegate or subcontract any of its rights or obligations without the prior written approval of Buyer. Any such assignment, delegation or subcontracting without Buyer's prior written consent shall be void.
11. Modification. No modification of this Purchase Order shall be effective unless accepted in a written Change Order signed by an authorized representative of Buyer.
12. Entire Agreement. When accepted, the Terms and Conditions will constitute the complete and exclusive statement of the terms of the contract between the parties hereto.

Non-discrimination: Agent/Broker shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap. Nondiscrimination and equal opportunity are the policy of the Township in all its decisions, programs, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, (P.L. 744), as amended, (43 P.S. § 951, et. seq.), and (43 P.S. § 153), by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex. During the term of this contract, the Agent/Broker agrees as follows:

Agent/Broker shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap.

Agent/Broker shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Agent/Broker shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this nondiscrimination certification.



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Agent/Broker shall comply with all state and federal laws in the event of the Agent/Broker prohibiting discrimination in hiring or employment opportunities. In noncompliance with the nondiscrimination certification or with any such laws, this contract may be terminated or suspended, in whole or part, and contractor may be declared temporarily ineligible for further Lower Providence Township contracts, and other sanctions may be imposed and remedies invoked.