

GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO ALL PURCHASES BY OR ON BEHALF OF ANDERSON COUNTY TENNESSEE UNLESS SPECIFICALLY PROVIDED OTHERWISE ON THE PURCHASE ORDER:

TAX EXEMPTION: Anderson County is not liable for Federal excise tax or state sales tax. Tax exempt, ID #62-6000477.

ACCEPTANCE OF CONTRACT: This order is Anderson County's offer to purchase the goods and/or services described on the reverse side from the Vendor. Anderson County's placement of this order is expressly conditioned upon Vendor's acceptance of all the terms and conditions of purchase, prices, delivery, instructions, specifications and conditions stated, contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made a part hereof. This Purchase Order(s), and together supercede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other order submitted.

DEFAULTS: In the event of default of any party hereto, any non-defaulting part may bring suit against the other to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including the reasonable attorney's fees and the costs associated the default.

NO ORAL MODIFICATIONS/AMENDMENTS: No modifications, amendments, supplement to or wavier of this Agreement or any of its provisions shall be binding upon the Anderson County unless in writing and signed by the County's Purchasing Agent.

EXHIBITS: Any exhibits attached hereto or incorporated herein or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

NOTICE: Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

UNIFORM COMMERCIAL CODE: All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with Anderson County.

DELIVERY: Anderson County requires that vendors deliver all products F.O.B. destination "free on board" to final destination unless indicated otherwise. Time is of the essence on this contract. If completed deliveries are not made at the time agreed, Anderson County reserves the right to cancel or purchase elsewhere and

hold vendor accountable. If delivery dates cannot be met, Vendor agrees to advise Anderson County, in writing of the earliest possible shipping date for acceptance by Anderson County.

RISK OF LOSS: Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by Anderson County. No such loss, injury, or destruction shall release Vendor from any obligations hereunder.

INSPECTION: Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to Anderson County. Anderson County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

PATENTS AND COPYRIGHTS: If an article sold and delivered to Anderson County hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless Anderson County, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by Anderson County in violation or right under such patent or copyright.

NON-WAIVER OF RIGHTS: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

MATERIAL SAFETY DATA SHEETS: Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communication Standard, may be required by the County.

COMPLIANCE WITH LAWS: The Vendor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

LAWS GOVERNING: This contract shall be governed by and construed according to the laws of the State of Tennessee. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

PAYMENT TERMS: Anderson County's payment terms are net 30.

PAYMENT: All invoices shall be addressed to Anderson County Director of Accounts & Budget, Room 210, 100 North Main Street, Clinton, TN 37716-3625, as indicated on the front of this purchase order and must include vendor's name and phone number, purchase order number and clearly list quantities, item descriptions and units of measure.

WARRANTY: The Vendor warrants to Anderson County that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and shall be free of defects in materials, workmanship, and from defect in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

NON-DISCRIMINATION: The Vendor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

EQUAL EMPLOYMENT OPPORTUNITY: It shall also be an unlawful employment practice for the Vendor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Vendor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present. Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must: (1) Provide a fingerprint sample (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations. Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

PRINT SERVICES: Vendors providing print services must have all Proof sheets signed by the customer prior to printing, or payment will not be made.

INSURANCE REQUIREMENT: Vendors are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Vendor and to Anderson County Government while delivery and service are being done. A certificate of insurance may be required before work may begin and must be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.