

GREEN BAY METROPOLITAN SEWERAGE DISTRICT'S TERMS AND CONDITIONS

Green Bay Metropolitan Sewerage District (hereafter referred to as "GBMSD")

1. Offer and Acceptance. This order is GBMSD's offer to purchase the goods and/or services described on the reverse hereof from Seller. Placement of this order with seller is expressly conditioned upon Seller's acceptance of all of the terms and conditions of purchase contained on or attached to this order.
2. Different or Additional Terms. Any additional or different terms or conditions which may appear in any communication from Seller are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by GBMSD, and no such additional or different terms or conditions in any printed form of Seller shall become part of this order despite acceptance of goods or services.
3. Inspection and Approval. All goods purchased hereunder are subject to GBMSD's inspection and approval. Goods rejected by GBMSD for whatever reason shall be held, transported and/or stored at seller's sole expense. Seller shall replace all such rejected material within specified delivery dates at no extra cost to GBMSD. Acknowledgement of delivery or payment for goods prior to inspection shall not be deemed to constitute acceptance of the goods or a waiver of GBMSD's right to reject them.
4. Prices. The prices specified herein are the contract prices and are firm and not subject to change except as expressly provided herein or by amendment executed by GBMSD.
5. Changes. GBMSD reserves the right to make changes in the specifications of any goods or services covered by this Purchase Order. If such changes cause an increase or decrease in the cost of or time required for performance, an equitable adjustment in the price and/or delivery schedule shall be made.
6. Special Tooling, Drawings or Specifications. Any special tooling, jigs, dies, molds, patterns, drawings, blueprints, specifications referred to in this order whether supplied by seller or GBMSD shall be used strictly for GBMSD business and will become property of GBMSD at the completion of this order.
7. Termination of Order. GBMSD reserves the right to terminate this order, in whole or part, without charge, by written notice to vendor, if delivery is not made or services are not performed by the date specified on the reverse side.
8. Shipping. All goods are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated. Seller shall prepay all shipping charges and list said charges as a separate item on seller's invoice. Each invoice for shipping charges shall be accompanied by the original or a copy of the freight bill indicating that such charges have been paid.
9. Order Number. All invoices, packing lists, packages and other written documents affecting this order must be plainly marked with GBMSD order number. Packing lists shall be enclosed or attached to each box or package shipped pursuant to this order. Invoices will not be processed for payment until all items invoiced are received.
10. Warranty. Seller warrants as follows: that all goods and services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by GBMSD; that the goods will be new, merchantable, of good material and workmanship; and that the goods which are the products of Seller's specifications will be fit and sufficient for the use intended. If the materials supplied by Seller are defective in design, material or workmanship, or fail to conform to the specifications as determined by GBMSD, GBMSD shall have the option, at its discretion and in addition to any other remedies, to: (i) reject the materials and return them at Seller's expense, the materials to be replaced by Seller on demand; or (ii) correct or modify the materials required, the cost of such corrections or modifications being for Seller's account; or (iii) allow the Seller to enter upon the property of GBMSD to correct or modify the materials as required as Seller's expense. (iv) recover damages as allowed by the Uniform Commercial Code as adopted in Wisconsin including, but not limited to, sections 402.711, 402.712, 402.713, 402.714, 402.715, 402.716, and 402.717 of the Wisconsin Statutes.

Dated March 01, 2015

11. Cancellation for Nonperformance or Breach. Time is of the essence in all deliveries and other performance hereunder. In addition to other remedies it may have including the right to collect damages, GBMSD reserves the right to cancel all further performance of this Purchase Order if the Seller does not make deliveries or other performances specified in the Purchase Order or if the Seller breaches any of the terms contained herein. GBMSD may also cancel the contract resulting from Seller's acceptance of this Purchase Order in the event of the insolvency of Seller, the filing of a voluntary petition to have Seller declared bankrupt (provided it is not vacated within thirty (30) days of filing), the appointment of a receiver or trustee for seller or the execution by Seller of an assignment for the benefit of creditors.
12. Payment. Unless otherwise specified herein, payment is due on final completion, delivery and acceptance by GBMSD. Invoices shall be paid thirty (30) days after receipt unless otherwise agreed to herein, in which case special terms of payment must be shown on all invoices. Discounts are calculated not earlier than the date each correct invoice reaches GBMSD. If GBMSD requires Seller to furnish waivers of liens from Seller and from its suppliers and subcontractors as a condition of payment, GBMSD may withhold from payments to Seller any amount necessary to satisfy any claims against GBMSD or any liens or threatened liens arising from Seller's performance hereunder.
13. Sales Tax Exemption. All material, services, performance of work or installation of goods referred to in this order are exempt of all state sales tax under S.77.54(26), Wis. Stats. and Federal Excise Tax, Identification Number 39-73-0515-K. A certificate of exemption will be provided to seller at the sellers request.
14. Seller's Obligations. Regardless of F.O.B. point, seller agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to acceptance by GBMSD. No such loss, injury, or destruction shall release seller from any obligations herein.
15. Safety Practices. Seller shall comply with all GBMSD safety practices and procedures in the event this order requires the performance of work or installation of goods by seller upon any property or project of GBMSD.
16. Federal and State Laws. All materials referred to in this order must comply fully with the federal and state laws and regulations of Wisconsin. Seller must label and supply material safety data sheets for all hazardous materials.
17. Indemnification and Insurance. If, in the performance of this purchase order, entry is made on the premises of GBMSD, Seller assumes and agrees to indemnify and save GBMSD harmless from any and all claims, losses, damages, costs and expenses, including attorney's fees, arising or alleged to arise from this purchase order, whether or not any act or omission of GBMSD contributed thereto, including, without limitation, all liability imposed by virtue of any law designed to protect persons employed at the work site. In addition, Seller assumes and agrees to indemnify and save GBMSD harmless from any and all claims, losses, damages, costs and expenses, including attorney's fees, arising or alleged to arise from (1) actual or alleged infringement of a patent or trade secret; (2) breach by Seller of any of the warranties contained herein; or (3) the Seller's failure to pay any of its suppliers and subcontractors. Seller further agrees to furnish a certificate of insurance showing that Seller has adequate insurance for public liability, (including contractual liability) and property damage in amounts and with insurance carriers acceptable to GBMSD as well as worker's compensation insurance (or evidence of authority to self-insure). Compliance by Seller with insurance requirements herein does not in any way affect Seller's indemnification of GBMSD.
18. Governing Law; Venue. All transactions between GBMSD and Seller shall be governed by the laws of the State of Wisconsin, without regard to conflicts of law. Any action or proceeding involving any dispute, claim or controversy relating to these terms and conditions or this purchase order shall be commenced exclusively in the federal or state courts located within Brown County, Wisconsin, and the Seller consents to the exclusive jurisdiction of such courts and waives any objection to their jurisdiction.
19. Entire Agreement. These terms and conditions constitute and represent the complete and entire agreement between GBMSD and Seller and supersede all previous communications and representations, either written or verbal, with respect to the subject matter of this purchase order. No modification of these terms and conditions shall be binding on GBMSD unless made in writing.