

Terms and Conditions of Purchase

In these terms and conditions, the following terms have the following meanings:

1. Definitions

- a. Agreement means any agreement or contract between SCWA and a Supplier for the supply, sale or provision of Goods or Services.
- b. SCWA or the Authority means the Suffolk County Water Authority, a New York State Public Benefit Corporation, with offices at 4060 Sunrise Highway, Oakdale, New York 11769. Its mailing address is P.O. Box 38, Oakdale, New York 11769.
- c. Goods or Services means goods, materials, supplies, or services or any combination of the same required under this Agreement.
- d. Request means a request for a Good or Service issued by SCWA.
- e. Supplier means the entity providing Goods or Services to be supplied under an Agreement.

2. SCWA by issuance of a Purchase Order (PO) retains the Supplier to whom the PO is issued to provide the Goods or Services identified on the PO. Supplier will provide the Goods or Services in accordance with the terms of the Request, Supplier's Proposal, and these Terms and Conditions. The Goods or Services shall be supplied in accordance with these Terms and Conditions, notwithstanding anything to the contrary contained in Supplier's documentation or offer. Delivery of the Goods or Services constitutes Supplier agreement to these Terms and Conditions.

3. SCWA agrees to pay each correct and undisputed invoice amount within thirty (30) days after receipt. Payment of invoices does not constitute acceptance of Goods or Services provided by Supplier. SCWA has the right to withhold any invoiced amount relating to a fee or a charge that it disputes, by delivery to the Supplier of a written notice of such dispute stating in reasonable detail the reasons supporting its dispute. The parties agree to review and discuss in good faith to resolve all such fee disputes. Supplier may not discontinue providing the Goods and Services if SCWA holds payment for a disputed invoice.

4. The Supplier providing the Goods or Services, will add SCWA to, and insure SCWA as an additional insured, with no responsibility for payment of any premiums associated therewith, under their respective insurance provisions specified in the Request. The Supplier may not commence any activity under this Agreement until the Supplier has obtained the insurance required under the Request, and such insurance has been approved by SCWA. In the event no insurance provisions are identified in the Request, the Supplier must, at its own cost and expense, maintain insurance policies reasonably adequate to protect SCWA from the risks ordinarily posed or created by the Goods or Services.

5. Supplier agrees to defend, indemnify and save harmless, to the extent permitted by law, SCWA, its members, officers, agents, servants, and employees against and from all suits, losses, demands, claims, payments, actions, recoveries, judgments and costs of every kind and description and from all damages to which the SCWA or any of its members, officers, agents,

servants and employees may be subjected by reason of injury to any person or to the property of the SCWA or of others resulting from the performance of Supplier's obligations, or through any act or omission on the part of the Supplier or its agents, employees, servants or subcontractor(s), or through any improper or defective machinery, implements or appliances used or sold by Supplier, its agents, employees, servants or subcontractor(s) in the performance of the agreement, and Supplier understands and agrees that it must defend, indemnify and save harmless, to the extent permitted by law, SCWA, its members, officers, agents, servants and employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material person or laborer who has performed work or furnished materials, in the performance of this Agreement.

6. The Goods or Services delivered under this Agreement must be new, of merchantable quality, fit for the purpose they are intended and free and clear of all liens and encumbrances. The Supplier is responsible for the removal and replacement of any defective material discovered by the Authority within twelve (12) months after placed in service by the Authority.

7. Supplier may not, without the prior written consent of SCWA in each instance, refer to the existence or subject matter of this Agreement, state that SCWA is a customer or potential customer of Supplier, or use the name, trademark, trade name or service mark of SCWA in any press release, advertising, promotional materials, or represent that any Goods or Services have been endorsed or approved by SCWA.

8. SCWA may cancel this Agreement by giving notice to Supplier at any time prior to delivery of Goods or Services. SCWA shall pay Supplier for Goods or Services delivered or provided prior to the date of cancellation.

9. This Agreement may not be assigned by a party without the prior written approval of the non-assigning party. Supplier may not subcontract for the performance of its obligations without the prior written approval of SCWA.

10. This Agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same agreement. Any counterpart may be delivered by electronic communication in portable document format, and the Parties agree that their electronically transmitted signatures will have the same effect as manually transmitted signatures.

11. In the event of a conflict between the terms of this Agreement and a separately executed agreement between SCWA and Supplier from which purchases for the Goods or Services described herein are made, the terms of the separately executed agreement control such sale.

12. This Agreement is governed by the laws of the State of New York. Venue for actions concerning this Agreement will be Suffolk County, New York.