

## Greenville County

Address all acknowledgements and all communication relating to this order to the Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601.

**MODIFICATION OF AGREEMENT.** No modification of this order shall be binding upon Buyer unless made in writing and signed by Buyer's Director of Purchases or Purchasing Agent.

**DELIVERY.** Delivery must be effected within the time agreed upon, but neither party shall be liable for any default hereunder due to unforeseeable contingencies beyond its control and without its default or negligence. Seller's default shall not be excused unless written notice of any such contingency is given to Buyer within five (5) days of the time that Seller first receives knowledge of the occurrence thereof.

**WARRANTIES.** Seller warrants that all articles, material and work will conform with applicable drawings, specifications, samples and/or other descriptions given to Seller, and will be free from defects. Without limitation of any rights which Buyer may have at law by reason of any breach of warranty, goods which are not as warranted may be returned at Seller's expense at any time within nine months after delivery for either credit or replacement as Buyer may direct.

**OVERSHIPMENTS.** Material shipped in excess of quantity ordered may be returned at Seller's expense.

**MATERIAL, EQUIPMENT AND INSURANCE.** Unless otherwise specified, Seller is to supply all material and equipment required to execute this order. Any material which Buyer may furnish, on other than a charge basis, will be on consignment, and Seller shall pay for such material spoiled by Seller, or not otherwise satisfactorily accounted for. All material and equipment furnished by Buyer shall be protected against loss or damage by insurance acceptable to Buyer.

**OUR DESIGN.** Buyer retains all rights in designs and drawings furnished Seller in confidence in connection with this order, and no such design or drawing shall, without Buyer's written permission, be incorporated in, or used in connection with, goods furnished to others.

**CANCELLATION.** Either party may cancel this order in the event that a petition either voluntary, or involuntary, is filed to declare the other party bankrupt or insolvent, or in the event that such party makes an assignment for the benefit of creditors.

**PATENT GUARANTEE.** Seller shall, with respect to any device or composition of Seller's design or Seller's standard manufacture, indemnify and hold harmless Buyer, its customers and agents, from costs and damages as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale or normal use of such device or composition, provided that Seller is promptly notified of all such actual or potential infringement suits, and is given full and exclusive control of the defense thereof by Buyer.

**CHANGES IN DRAWINGS, SPECIFICATIONS.** Buyer reserves the right to make changes in the drawings and specifications relating to this order. If any such change causes a substantial variation in the cost of furnishing the goods covered hereby, the price of such goods shall be varied in the same ratio. Any claim hereunder shall be asserted promptly.

**TERMINATION.** (a) The Buyer may terminate work under this order in whole or in part at any time by written or telegraphic notice. Such notice shall state the extent and effective date of such termination; and, upon the receipt thereof, the Seller will, as and to the extent directed by the Buyer, stop work under this order and the placement of further orders or subcontracts hereunder, terminate work under orders and subcontracts outstanding hereunder, and take any necessary action to protect property in the Seller's possession in which the Buyer has or may acquire an interest. (b) If the parties cannot by negotiation agree within a reasonable time upon the amount of fair compensation to the Seller for such termination, the Buyer in addition to make prompt payment of amounts due for articles delivered or services rendered prior to the effective date of termination, will pay to the Seller the following amounts without duplication: (1) The contract price for all articles or services which have been completed in accordance with this order and not previously paid for. (2) (i) The actual costs incurred by the Seller which are properly allocable or apportionable, under recognized commercial accounting practices to the terminated portion of this order, including the cost of discharging liabilities which are so allocable or apportionable, and (ii) a sum equal to 2% of the part of such costs representing the costs of articles or materials not processed by the Seller, plus a sum equal to 3% of the remainder of such costs, but the aggregate of such sums shall not exceed 6% of the whole of such costs. For the purpose of subdivision (iii) such costs shall exclude any charge for interest on borrowings and shall exclude the costs of discharging liabilities for parts, materials and services not received by Seller before the effective date of termination. (3) The reasonable costs of the Seller in making settlement hereunder and in protecting property in which the Buyer has or may acquire an interest, payments made under this paragraph (b), exclusive of payments under subparagraph (3), shall not exceed the aggregate price specified in this order less payments otherwise to be made. (c) With the consent of the Buyer, the Seller may retain at an agreed price or sell at an approved price any completed articles, or any articles, materials, work in process or other things the cost of which is allocable or apportionable to this order under paragraph (b) (2) above, and will credit or pay the amounts so agreed or received as the Buyer directs. As directed by the Buyer, the Seller will transfer title to, and make delivery of, any such articles, material work in process or other things not so retained or sold. Appropriate adjustment will be made for delivery costs or savings therein. (d) The provisions of this Article 10 shall not limit or affect the right of the Buyer to terminate this order for the default of the Seller.

**INVENTORY LIABILITY.** In the event of partial or complete cancellation, if this purchase order covers material for production or resale, our liability shall be limited to raw material required for the succeeding 60 days schedule from date of cancellation, and the cost incurred to machine and fabricate the next succeeding 30 days schedule from date of cancellation.

**ACCEPTANCE OF TERMS BY SHIPMENT.** Shipment of all or any portion of the goods covered by this order shall be deemed an acceptance of this order upon the terms and prices set forth herein.

**ASSIGNMENT.** Seller shall not assign this order nor any moneys due or to become due hereunder without the prior written consent of Buyer. Any assignments or attempt at assignment made without such consent of Buyer shall be void as to Buyer.

**TAXES.** All state, federal, municipal and other taxes in connection with this order are assumed and must be paid by Seller. Seller will reimburse Buyer and Buyer may charge to Seller or deduct from any sum due or to become due any amounts Buyer may be compelled to pay for or on account of any such taxes.

**COMPLIANCE WITH CERTAIN ACTS.** Seller represents and warrants that all of the goods herein specified will be manufactured or furnished by Seller in accordance with all applicable standards, provisions and stipulations of the Act of June 30, 1936 (49 Stat. 2036; Walsh-Healy Act.) Act of June 25, 1938 (52 Stat. 1060; Fair Labor Standards Act) as amended by the Act of Oct. 26, 1949 (63 Stat. 910); Act of June 19, 1912 (37 Stat. 137 Eight Hour Law), as amended by the Act of Sept. 9, 1940; (54 Stat. 884); and the Act of March 3, 1933 (47 Stat. 1520; Buy American Act); and each invoice rendered hereunder shall constitute written assurance that the Seller has fully complied with the foregoing standards, provisions and stipulations with respect to the production of the goods or performance of the services covered by this invoice.

**FOR FOREIGN MANUFACTURERS.** Every article and wrapper must be stamped, marked, labeled or tagged in English words to indicate the country where manufactured.

**DISCOUNTS.** Discounts will be taken from date of invoice or receipt of materials, whichever date is later.

**ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE** By accepting this purchase order, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 81460, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

**COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)** By accepting this purchase order, Contractor certifies that it will comply with the applicable requirements of The Prison Rape Elimination Act of 2003 and agrees to provide or submit the needed information to (a) examine the criminal history of Contractor or any subcontractor who will perform services, which result in contact with inmates and (b) Contractor agrees to disclose any information regarding past history of allegations of sexual harassment or sexual abuse by Contractor or any subcontractor. Contractor and subcontractor agree to complete Training provided by the County and sign an acknowledgement of understanding of PREA requirements. In the event the Contractor or any subcontractor is found not to be in compliance with PREA, the Contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such Contractor or sub-contractor's failure to comply with the Act.