

Terms and Conditions

1. All material listed herein is subject to Purchaser's inspection and right of rejection on arrival notwithstanding prior payment.
2. Material rejected shall be returned to Supplier at Supplier's expense for transportation both ways and no replacement or substitution shall be made unless so authorized by Purchaser.
3. If items or materials purchased are not received on date specified in the purchase order, the order may be cancelled by Purchaser without any obligation on Purchaser's part.
4. Purchaser does not honor drafts for bills contracted. All accounts are paid by remittance through mail.
5. Purchase Orders will designate a description, delivery dates, quantity and dollar amount, as previously designated in writing to the supplier. In cases where there are supplemental orders pursuant to a previously furnished blanket purchase order, such orders shall be in writing and also specify the quantities, dollar amounts and deliver dates.
6. Invoice in duplicate showing this order number is to be mailed to Purchaser immediately after shipment is made. The order number should also appear on packing lists, cases, bundles and correspondence.
7. Cash discount period if any, shall be computed as commencing with receipt of invoice or of merchandise, which ever is later.
8. The Supplier guarantees that articles shipped pursuant to this order are not produced in violation of any compliance but in full compliance with all provisions from time to time applicable of any Federal, State and Municipal laws, and agrees to hold WaterOne harmless from all liability resulting from failure of such compliance.
9. In accepting this purchase order, the Supplier unconditionally represents and warrants any other representation and agreement to the contrary notwithstanding, that the material supplied pursuant to this purchase order is of merchantable quality, conforms to the detailed specifications as stated on the form and is suitable for the Purchaser's intended uses and purposes in the ordinary course of his business to the extent that such intended uses and purposes are disclosed or otherwise known or reasonably should be known to the Supplier, and the Supplier agrees to indemnify and hold the Purchaser harmless against liability, judgment, damages, loss of expense, including reasonable counsel fees resulting from Supplier failure to meet the requirements of this condition. This representation and warranty shall not be subject to any other statement, written or oral, or prior conduct or course of dealing, that modifies, limits, or disclaims this section or limits remedies afforded to WaterOne by either terms hereof or by applicable statutory law.
10. In accepting this purchase order, Supplier agrees that in any case where freight regulations covering materials transported by common carrier establish a maximum limit on the carrier's liability for loss damage suffered in transit, Supplier will be liable to Purchaser for any loss or damage in excess of such maximum limit up to the full price of the materials.
11. Acceptance of this order is expressly subject to and conditional upon the terms hereof. If the Supplier objects to any of the terms hereof, it shall notify Purchaser in writing within ten (10) days of the date hereof, and withhold shipment of the materials until the controversy is adjusted. Any oral or written acknowledgement or confirmation of this purchase order, any shipment of the materials ordered hereby, or the furnishing of any services pursuant to this purchase order, notwithstanding the terms of such acknowledgement or confirmation constitute acceptance by the Supplier of each and all of the terms and conditions stated herein. The Purchaser will not be bound to any additional or different terms hereafter transmitted except by a signed consent, and will in no event be bound by silence or by acceptance of the materials listed herein to any terms and conditions other than those stated herein. This purchase order contains all the terms and conditions of the purchase agreement and shall constitute the complete and exclusive agreement between Supplier and Purchaser. No modification, recession or waiver of this purchase order or of any of its terms shall be effective unless in writing signed by the parties.
12. Pursuant to K.S.A. 44-1030 and amendments thereto Supplier agrees that:
 - a) the Supplier shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract or order because of race, religion, color, sex, disability, national origin or ancestry;
 - b) in all solicitations or advertisements for employees, the Supplier shall include the phrase "equal opportunity employer" or similar phrase approved by the Kansas Human Rights Commission;
 - c) if the Supplier fails to comply with the manner in which the Supplier reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Supplier shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the Purchaser;
 - d) if the Seller is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Supplier shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the Purchaser; and
 - e) the Supplier shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding against such subcontractor or vendor.
* the provisions of K.S.A. 44-1030 do not apply to a contract entered into by a Supplier, (1) who employs fewer than four employees during the term of such contract, or (2) whose total contracts with the Purchaser do not cumulatively exceed \$5,000 or more during the fiscal year.
13. The provisions of Section 202 of Executive Order 11246 and Section 60-1.4 of Charter 60 of 41 Code of Federal Regulations, as amended, prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin, are hereby incorporated by reference to the same extent and with the same force and effect as it set forth herein in full.
14. All materials are to be shipped freight prepaid, F.O.B. Destination, unless otherwise stated where buyer has so authorized in writing, materials may be shipped F.O.B. shipping point, but Supplier shall prepay all shipping charges, route the materials by the cheapest common carrier or the carrier specified and list said charges as separate item on Supplier's invoice. Each invoice for shipping charges shall be accompanied by the original or a copy of the bill indicating that such charges have been paid. Purchaser reserves the right to reject C.O.D. shipments.
15. If the unit price is not stated on any submitted purchase order, it is agreed that the materials or services shall be billed at the price last quoted or paid by WaterOne, or the prevailing market price whichever is lower.
16. The Supplier/Contractor covenants not to sell to any governmental agency or public utility at a lower price than that paid by WaterOne. If lower prices are offered any other such entities for the same materials or services, then those prices shall apply to any purchase orders of WaterOne from the date such lower price was first applied to another such entity. WaterOne may recover from the Supplier/Contractor any such overcharges. The entities within the pricing scope of this covenant shall include, but not limited to, any municipality, county or state government, privately or quasi-municipally owned public utility, non-profit hospital, educational institution, special government agency, non-profit entity performing governmental functions, entities participating in or represented by the Mid-America Council of Public Purchasing, (MACPP) in the greater Kansas City Metropolitan Trade area, and any member of the Mid America Regional Council(MARC).
17. Supplier/Contractor hereby agrees to comply with insurance requirements specified by Purchaser and hereby attached to the contractual agreement. Supplier/Contractor agrees to include Water District No. 1 of Johnson County, Kansas, its agents, representatives and employees as Additional Insured, and shall submit appropriate and updated insurance certificate and any other documentation requested, as evidence of said compliance.