



Beaufort-Jasper Water & Sewer Authority Purchase Order Terms and Conditions

These terms and conditions are incorporated into and made a part of all Purchase Orders issued by Beaufort Jasper Water & Sewer Authority ("BJWSA") for goods or services provided for the benefit of BJWSA.

1. Acceptance of a Purchase Order from BJWSA by Vendor shall be deemed acceptance by the Vendor of all terms and conditions set forth herein.
2. Neither BJWSA nor Vendor may assign the rights or obligations set forth in the Purchase Order or these terms and conditions without the express written consent of the other party.
3. Vendor shall comply with all applicable Laws and Regulations relating to the services to be performed or the goods to be supplied pursuant to the Purchase Order.
4. Each party agrees to defend, indemnify and hold harmless the other from any losses, damages, liabilities or expenses resulting from or arising out of the negligence or willful misconduct of that party. If both parties' negligent or willful misconduct proximately causes a loss or damage, then each party shall indemnify and hold the other harmless in proportion to their relative fault.
5. Vendor shall maintain Workers Compensation Insurance and Automobile Liability Insurance as required by South Carolina law for the duration of any services provided pursuant to the Purchase Order. Vendor shall also maintain Commercial General Liability Insurance and provide a certificate of insurance upon request by BJWSA.
6. Any change to the Purchase Order or these Terms and Conditions must be in writing, signed by both parties, in order to be effective.
7. The goods and services required under this agreement are necessary and important for the business operations of BJWSA and, therefore, time is of the essence in the performance of this Purchase Order.
8. BJWSA may terminate the Purchase Order for cause in the event that Vendor fails to properly perform its services or deliver its goods, fails to perform or deliver in a timely manner, or commits significant or repeated errors in the performance of the Purchase Order. In the event of termination of the Purchase Order for cause, BJWSA shall have no obligation to pay Vendor any additional compensation until such time as all goods or services required of Vendor have been properly performed or delivered. If the goods or services required in the Purchase Order are provided by a third party in order to complete the Purchase Order, then the cost paid by BJWSA for those goods and services shall be deducted from any remaining balance due to Vendor and any balance then remaining shall be paid to Vendor.
9. BJWSA may terminate the Purchase Order for its convenience, without any cause, upon fifteen (15) days written notice to Vendor. In the event of termination by BJWSA for convenience, BJWSA shall make payment to Vendor for all undisputed amounts within forty-five (45) days of the date of notice of the termination.
10. Vendor warrants that all services provided pursuant to the Purchase Order shall be performed with the standard of care exercised by competent and prudent persons ordinarily performing in the same field within the State of South Carolina. All goods provided by Vendor shall be new and shall be fit for the specific purpose for which the goods are purchased. Vendor shall not take any action that will void, impair or adversely affect in any way any additional warranties provided by Manufacturers of any goods provided.