

WALWORTH COUNTY

THE FOLLOWING STANDARD TERMS AND CONDITIONS SHALL APPLY TO ALL PURCHASES BY OR ON BEHALF OF WALWORTH COUNTY UNLESS SPECIFICALLY PROVIDED OTHERWISE ON THE FRONT OF THIS DOCUMENT

**DEFINITIONS:** The term "County" means Walworth County and the term "Seller" mean the person, firm or corporation from whom the goods and/or services has been ordered.

**TAXES:** The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes. The State of Wisconsin Department of Revenue has issued tax exempt number CES045129 to Walworth County.

**ORDER ACCEPTANCE:** This order is the County's offer to purchase the goods and/or services described on the reverse side from the Seller. The County's placement of this order is expressly conditioned upon Seller's acceptance of all the terms and conditions of purchase contained and posted on the Walworth County website.

**AMENDMENTS:** No agreement or understanding to modify this agreement shall be binding upon the County unless in writing and signed by the both parties. All specifications, drawings, and data submitted to the Seller with this order are hereby incorporated and made a part thereof.

**DELIVERY:** Where applicable, all equipment pricing is to be F.O.B. destination delivery to the ordering facility. No request for extra costs for delivery will be honored. The County will reject shipments sent C.O.D.

**RISK OF LOSS:** Regardless of F.O.B. point, Seller agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason, occur prior acceptance by the County. No such loss, injury or destruction shall release Seller from any obligations hereunder.

**INSPECTION:** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

**NON-WAIVER OF RIGHTS:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, not any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this procurement(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, Seller must provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**APPLICABLE LAW:** The contracted seller shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this agreement and which in any manner affect the work or its conduct.

**GRANT FUNDED PROJECTS:** A portion or this entire project may be subject to Wisconsin and/or Grant Funding. If any of the services performed under this agreement are subcontracted, the seller shall ensure compliance by all subcontractors. Contracted seller shall be responsible to ensuring compliance with grant funding requirements.

Seller(s) must comply with all reporting requirements of any grant as a result of this procurement.

**PAYMENT TERMS:** Unless otherwise agreed, Walworth County will pay properly submitted vendor invoices within forty-five (45) days of receipt providing goods and/or services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order. Walworth County's preference is to pay for goods/services on procurement (P-Card). However, if P-card is unacceptable, payment will be made in accordance with the above.

**WARRANTY:** Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for no less than the applicable manufacturer's warranty from the date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

**CANCELLATION:** Walworth County reserves the right to cancel any agreement in whole or in part without penalty due to Non-appropriation of funds, or for failure of the seller to comply with terms, conditions, and specifications of this agreement or with any federal or state debarred vendor or a vendor that is presently identified on the list of parties excluded from federal, state procurement and non-procurement agreements.

**NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this agreement, the seller agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32( 13m), Wis. Stats., or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the seller further agrees to take affirmative action to ensure equal employment opportunities. Failure to comply with the conditions of this clause may result in the seller(s) becoming declared an ineligible seller, termination of the contract, or withholding of payment.

**FORCE MAJEURE:** Neither party shall be in default by reason of any failure in the performance of this agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**TERMS AND CONDITIONS:** In addition to the above, the Standard Terms and Conditions, as posted on the Walworth County website shall apply to all orders.

