

TERMS & CONDITIONS

1. Buyer reserves the right to cancel this order or any portion thereof if delivery is not made when specified, time being of the essence for this order, and reserves the right to charge Seller for loss incurred by Buyer as a result delay.
2. The Seller agrees by acceptance of this order to defend, indemnify and hold harmless PWD, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the seller, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
3. Changes herein shall not be made except upon prior written application to and written approval of Buyer's Purchasing Department. Without prior written approval of Buyer's Purchasing Department, quantities stated herein must not be exceeded, nor shall this order be filled at higher prices than last quoted or charged to Buyer.
4. Seller warrants that all materials furnished hereunder shall be free from all defects of material and workmanship. This warranty shall run to Buyer, its successors, assigns, customers and the users of Seller's products.
5. All material furnished must be as specified and may be subject to inspection and approval of Buyer after delivery. The right is reserved to reject and return at the risk and expense of the Seller such portion of any shipment which may be defective or fails to comply with specifications without invalidating the remainder of the order. If rejected, the material will be held for disposition at expense and risk of the Seller.
6. Strikes, fires, accidents, or other causes beyond the control of the Buyer, which shall affect the Buyer's ability to receive and use the material ordered, shall constitute valid ground for suspension of shipment of this order upon notification to the Seller by telegram or letter, and without penalty to the Buyer, except that cancellation for such causes may not be made without reimbursement to the Seller for expenditures actually made for labor and materials upon the authority of this order by Seller up to the time of receipt of the termination by Seller.
7. Seller agrees that no part of this order shall be subcontracted or assigned without Buyer's approval.
8. Seller agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 as amended and the standards and regulations issued thereunder and certifies that all items furnished under this order will conform to and comply with said standards and regulations. Seller further agrees to indemnify and hold harmless Buyer for all damages assessed against Buyer as a result of Seller's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
9. No variation in any of the terms, conditions, deliveries, prices, quality, quantity, and specifications of this order, irrespective of the Seller's acceptance or invoice, will be effective without Buyer's written consent.

PAYMENT INSTRUCTIONS

1. The Purchase Order number and part number shall appear on all invoices, packages, bills of lading, and correspondence.
2. A separate duplicate invoice shall be supplied for each shipment and order number. Each invoice shall be itemized and shall show terms, discounts, F.O.B. point, and date of shipment. Invoice shall be mailed to Portland Water District, ATTN: Accounts Payable, 225 Douglass Street, P.O. Box 3553, Portland, ME 04104-3553.
3. Shipping memoranda (showing order number, car number, routing, etc.) and bills of lading must be forwarded for each consignment at time of shipment. Charges resulting from failure to comply herewith will be deducted from Seller's invoice.
4. Partial shipments must be identified as such on shipping memoranda and invoices. Preliminary shipments shall be designated "Partial" and completing shipment shall be marked "Final."
5. Shipments by Parcel Post or Commercial Steamship Lines should be insured at full value, and Express shipments should be made on the basis of declaration of full value, except when otherwise agreed.
6. At discretion of Buyer, Seller will supply waivers of lien for labor and materials prior to issuance of final payment by the Buyer.