

**TERMS AND CONDITIONS**

**Unless seller obtains the District's prior written authorization to the contrary, the seller agrees to all of the following terms and conditions.**

1. SHIPMENT VERIFICATION. A packing list must accompany the shipment. For a period of ten days following delivery, the District may inspect merchandise and verify weights and counts.

2. DELIVERY. The District may reject deliveries that arrive without a packing slip. The packing slip shall include the purchase order number. District may cancel all or any part of an order if seller does not comply with District terms and conditions set forth on this page. No Saturday, Sunday, or "Cash On Delivery" shipments are allowed.

3. ROUTING. Seller shall attach the original bill of lading, showing complete routing, to all invoices. Other agreements to the contrary notwithstanding, the vendor shall ship all merchandise prepaid, freight added to invoice. Shipments shall be F.O.B. destination. If the District and the vendor have agreed in writing to terms that conflict with the provisions of this paragraph, such other terms shall supersede and shall govern this transaction.

4. REJECTION. If any of the goods received as part of this order are nonconforming as defined in the Uniform Commercial Code (UCC), the District may, at its option: (a) return such goods at the seller's expense and require the Seller to immediately replace the non-conforming goods (b) return such goods at the seller's expense and cancel the order. (c) make other arrangements agreeable to both the District and the Seller.

5. SERIAL NUMBERS. Serially numbered merchandise shall be identified by serial number on the packing slip and on the Seller's invoice.

6. DELAY IN PAYMENT. District shall not be liable for interest or penalties for any delay in payment caused by Seller's failure to comply with the terms and conditions of this purchase order.

7. ACCEPTANCE. This purchase order constitutes an offer on the part of the District. The terms and conditions of this purchase order supersede any conflicting terms and conditions of Seller. When accepted by Seller or its agent, this purchase order shall constitute a contract.

8. SERVICES. Where this purchase order is a contract for services in whole or in part, payment shall be made under provisions of paragraph 9, only for services that conform to this purchase order. District shall not pay invoices for incomplete or improperly completed services and shall not pay for services in amounts exceeding the price shown on the purchase order without prior written District approval.

9. TERMS OF PAYMENT. If the District receives a proper invoice for conforming goods or services before the fifth day of any given month, the District shall pay such invoice by the fifth day of the succeeding month. If the invoice arrives later than the fifth day of the month, the District shall pay such invoice by the fifth day of the second succeeding month.

10. PRICING. Where a price is stated on the purchase order, the entire contract price shall not exceed said price.

11. TAXES. The Rock River Water Reclamation District is exempt from all taxes with the exception of the Motor Vehicle Tax.

12. OVERSHIPPING. If the seller provides more merchandise than originally indicated on the purchase order, either in total or for any line item, the seller's delivery shall be nonconforming unless the overage has been agreed to in advance by the District.

13. SPECIAL CHARGES. No charges of any kind will be allowed unless clearly specified in the purchase order.

14. USE OF DISTRICT NAME. Seller shall not use District name in any advertising or promotional material without the District Director's prior written permission.

15. DISTRICT HELD HARMLESS. Upon acceptance of this order, Seller shall indemnify and hold the District and its representatives harmless from any and all liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this order. Seller shall likewise hold harmless and indemnify the District and its representatives from all suits, claims, actions, costs (either for defense or settlements, including reasonable attorney fees,) and damages to which the District or its representatives might be exposed by reason of an injury or alleged injury to the person or property of another in the execution of this order or from actions the District or its representatives take on the Seller's behalf. Such hold harmless and indemnification of District and its representatives shall not apply to the extent that suits, claims, actions, or costs arise from District's negligence. In such cases, Seller shall not hold District harmless for the consequences of its own negligence, but shall not be relieved from its duty to hold District harmless for Seller's negligent acts or omissions. For purposes of this purchase order, "its representative" means "the District's Trustees, employees, agents, assigns and their heirs."

**16. OSHA and DRUG FREE WORK PLACE ACT. Vendor must comply with all applicable OSHA Standards and with the Drug Free Workplace Act.**

17. EQUAL OPPORTUNITY EMPLOYER. Vendor shall, as a material condition of this contract, comply with the applicable portions of Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et. seq.) and specifically shall not violate the provisions of such article and shall take affirmative action to ensure that no such violations are committed.

18. FAIR LABOR STANDARDS ACT. All goods and services provided in response to this purchase order shall be produced in compliance with all applicable requirements of Sections 6, 7 & 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

19. AMERICANS WITH DISABILITIES ACT. Seller complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). Seller will hold harmless and indemnify the District and the District's representatives as defined in paragraph 15 from all: (a) Suits, claims, or actions; (b) Costs, either for defense (including but not limited to actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA, to which said firm is exposed or which it incurs in the execution of the contract.

20. SEXUAL HARASSMENT. The seller has adopted and promulgated written sexual harassment policies that include, at a minimum, the following information: (a) the illegality of sexual harassment; (b) the definition of sexual harassment under Illinois State Law; (c) a description of sexual harassment, utilizing examples; (d) seller's internal complaint process including penalties; (e) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (f) directions on how to contact the Department and the Commission; and (g) protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act (775ILCS 5/6-101). Upon request, seller will provide the Illinois Department of Human Rights with the information described in this paragraph.