

### PURCHASE ORDER TERMS AND CONDITIONS

1. The agreement between Douglas County, Kansas, (hereinafter the Purchaser) and Vendor consists of the terms and conditions contained on the face hereof, these printed terms and conditions, and any documents referenced herein which may or may not be attached hereto. Any such documents referenced on the face of this Purchase Order are incorporated by reference and made a part of the agreement between Purchaser and Vendor. In the event of conflict between the terms and conditions on the face of this Purchase Order, including documents referenced thereon, and these printed terms and conditions, the terms and conditions on the face hereof shall prevail. The agreement as described hereinabove constitutes the entire agreement between Purchaser and Vendor, which agreement shall not be modified orally or by failure of either party to enforce any of its rights hereunder.
2. Purchaser and Vendor agree that no acknowledgement or other document written or executed by Vendor or forwarded by Vendor to Purchaser after the date of the Purchase Order which contain terms and conditions other than those specified herein, shall be binding on Purchaser unless any such instrument shall be signed either by the person who signed this Purchase Order or such other person authorized to execute such instrument on behalf of Purchaser, and only then if such instrument shall have been delivered to Vendor.
3. Unless otherwise indicated on the face of this Purchase Order, all prices shall be F.O.B. destination. Where specific purchases are negotiated F.O.B. origin, the Vendor shall prepay shipping charges and indicate those charges as a separate item on the invoice. C.O.D. shipments will not be accepted.
4. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this agreement both as to time and quantities, with Purchaser reserving the right to cancel, reject, or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Vendor must notify Purchaser immediately. Upon Vendor's failure to maintain delivery or otherwise perform hereunder, Purchaser reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Vendor with any additional costs incurred, unless Vendor's default arises from causes beyond its control and without fault or negligence. Time is of the essence in this agreement.
5. All goods or equipment delivered and/or services rendered hereunder shall be properly packaged and identified by Purchase Order number and shall be received subject to Purchaser's inspection, count and testing. Inspection and acceptance will be made at the F.O.B. delivery point unless otherwise negotiated. Payment alone shall not constitute acceptance.
6. Purchaser may reject, in whole or in part, goods or equipment delivered or to be delivered and/or services rendered or to be rendered hereunder by reason of Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein. Nothing herein shall make Purchaser obligated to pay Vendor for any goods or equipment delivered and for services rendered which are so rejected.
7. Vendor shall maintain in full force and effect such insurance coverage as may be required hereunder by Purchaser and for such period specified by Purchaser.
8. Vendor agrees to protect, defend, indemnify and save harmless the Purchaser, its officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities attributable to defect(s) in the item(s) purchased hereunder, or resulting from the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Purchase Order.
9. Vendor agrees to comply with the provisions of Executive Order 11246 and all similar federal, state and local laws, rules, regulations and orders, and amendments thereto, prohibiting discrimination in employment and further agrees that it will not discriminate on the basis of race, creed, color, sex, age, handicap, national origin, ancestry or political affiliation.
10. Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this agreement or the right, title or interest of the power to execute this agreement to any other third party without the expressed written consent of the person who signed this Purchase Order or such other person authorized to execute such instrument on behalf of Purchaser, but in no event shall such consent relieve the Vendor from any of its obligations hereunder, or in any way alter or modify the terms and conditions of this agreement.
11. Vendor shall not be charged with any liability for failure or delay in the performance required hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence; provided that Vendor shall give to Purchaser prompt written notice when it appears that such cause will delay its performance hereunder. Correspondingly, Purchaser shall be excused for failure or delay in its performance due to any cause beyond its control and without its fault or negligence.
12. Vendor warrants that any and all goods, equipment and services required to be furnished and rendered hereunder to Purchaser are in accordance with applicable specifications, drawings, samples or other descriptions given and free from any defects of workmanship and materials; that goods furnished to Purchaser shall be merchantable and, if selected or specified by Vendor for Purchaser's purposes, fit for such purposes; and that no governmental law, regulation, order or rule has been violated in the manufacture or sale of such goods.
13. Vendor agrees to deliver the goods or equipment and/or services hereunder free and clear of all liens, encumbrances and claims of laborers or materialmen and Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it in the absence of such liens, claims and encumbrances.
14. Vendor agrees to observe and comply with all applicable federal, state and local laws, rules, regulations and orders in its performance required hereunder.
15. Invoices shall be prepared and submitted in duplicate as per the instruction on the face of this Purchase Order. Separate invoices shall be furnished for each order. Invoices shall contain the following information: Purchase Order number, contract number, item number, descriptions of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. Invoices will be processed in routine after receipt of the invoice or the Purchaser's acceptance, whichever is later. All cash discounts will be taken on the same basis.
16. Purchaser is exempt from applicable federal, state and local sales, excise and use taxes and agrees to provide Vendor with evidence of such exemption, upon request.
17. Termination for Cause. In the event of any breach of any of the terms or conditions of this agreement by Vendor, or in the event of any proceedings by or against Vendor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, Purchaser may, in addition to any other remedy provided it by law or inequity or other right reserved to it elsewhere in this agreement, without any liability to Vendor on account thereof, by written notice, terminate all or any part of this agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of Purchaser, and Vendor shall be liable to pay to Purchaser any excess cost or other damages caused Purchaser as a result thereof.
18. Termination for Convenience. Purchaser shall have the right to terminate this agreement for convenience in whole, or from time to time, in part. In such event, Purchaser's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.
19. It is mandatory for a manufacturer, supplier, or distributor to supply a Material Safety Data Sheet (MSDS) as required by 29 CFR 1910.1200 with the first shipment of hazardous material. Also, at any time the content of MSDS is revised, the Vendor is required to provide new information relevant to the specific material.
20. This agreement shall be governed by, construed and enforced in accordance with laws of the State of Kansas.
21. Right to Examine and Audit Records. The Vendor agrees that the Purchaser, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Vendor involving transactions related to the contract between the Purchaser and Vendor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Vendor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Vendor and payee. Further, the Vendor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the Purchaser any and all such books, documents, papers, and records.
22. HIPAA Compliance. Both parties hereby agree that they will comply with the Administrative Simplification provisions and protected health information provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPAA") and the Health and Human Services regulations implementing the Administrative Simplification or protected health information provisions of HIPAA by the applicable compliance dates and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.
23. In accordance with K.S.A. 44-1030, the Vendor agrees that:
  - a. The Vendor 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 agreement because of race, religion, color, sex, disability, national origin or ancestry;
  - b. In all solicitations or advertisements for employees, the Vendor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
  - c. If the Vendor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present agreement and it may be cancelled, terminated or suspended, in whole or in part, by the Purchaser;
  - d. If the Vendor 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 Vendor shall be deemed to have breached the present agreement and it may be cancelled, terminated or suspended, in whole or in part, by the Purchaser; and
  - e. The Vendor shall include the foregoing provisions (a. through d. immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. The foregoing provisions (a. through d. immediately above) shall not apply to the Vendor if the Vendor employs fewer than four employees during the term of the present agreement or the present agreement cumulatively totals \$5,000 or less during the fiscal year of the Purchaser.
24. The contract is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.*, and amendments thereto, (the "Act"). By virtue of this Act, the County is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the County fail to budget, appropriate or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the County of any kind whatsoever.