

COUNTY OF DUPAGE: GENERAL TERMS AND CONDITIONS

THE FOLLOWING GENERAL TERMS AND CONDITIONS SHALL APPLY TO ALL PURCHASES BY OR ON BEHALF OF THE COUNTY OF DUPAGE UNLESS SPECIFICALLY PROVIDED OTHERWISE:

TAX EXEMPTION:

The County of DuPage is tax exempt, ID #E9997-4551-07

ACCEPTANCE OF CONTRACT

This order is the County's offer to purchase the goods and/or services described on the reverse side from the Vendor. The County's placement of this order is expressly conditioned upon Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order.

AMENDMENTS:

No agreement or understanding to modify this contract shall be binding upon the County unless in writing and signed by the County's authorized agent. Note that by statute, certain change orders can only be approved by the elected officials. All specifications, drawings and data submitted to the Vendor with this order are hereby incorporated and made a part hereof

UNIFORM COMMERCIAL CODE:

As to terms and conditions not expressed on this purchase order, all applicable portions of the Illinois Uniform Commercial Code shall govern contracts with the County of DuPage unless a specific conflicting statute also applies in which case, the specific statute will apply

DELIVERY:

All prices must be F.O.B. destination Time is of the essence on this contract If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold vendor accountable If delivery dates cannot be met, Vendor agrees to advise the County, in writing of the earliest possible shipping date for acceptance by the County

RISK OF LOSS:

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

INSPECTION:

Goods and material 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

PATENTS AND COPYRIGHTS:

If an article sold and delivered to the County hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the County, from and against any and all suits, claims judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the County in violation or right under such patent or copyright

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, nor 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 SHEETS:

Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to the County at the time of delivery

COMPLIANCE WITH LAWS:

The Vendor certifies that in performing this contract they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders

LAWS GOVERNING:

This contract shall be governed by and construed according to the laws of the State of Illinois Venue for any action related to this agreement shall be in the Circuit Court for the for the 18th Judicial Court, DuPage County, Illinois

PREVAILING WAGE:

It shall be the responsibility of the Vendor to comply, when applicable, with the Illinois Prevailing Wage Act 820 ILCS 130/01 *et seq* It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the Illinois Department of Labor for any increase in rates during the project and adjust wage rates accordingly

PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505 "Local Government Prompt Payment Act"

WARRANTY:

The Vendor warrants to the County that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended

NON-DISCRIMINATION:

The Vendor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1 - 101 *et seq* (2000), as amended and any rules and regulations promulgated in accordance therewith including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin Code §750 Appendix A The Vendor shall also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0 01 *et seq* (2000), as amended

It shall also be an unlawful employment practice for the Vendor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Vendor shall comply with The Civil Rights Act of 1964, 42 U S C sec 2000 *et seq* (2000), as amended