

# DORCHESTER COUNTY

## STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. **Precedence:** If a separate contract or agreement is issued and signed, those provisions take precedence over these Purchase Order terms and conditions. If a contractor's quote contains terms and conditions, these provisions take precedence over the contractor's terms and conditions.
2. **Purchase:** This order constitutes the County's offer to purchase the materials, services, and/or articles, all of which are herein called articles, in accordance with the provisions incorporated herein by reference. Shipment of any part of the Order without written acceptance constitutes Seller's acceptance of Order and its conditions. Seller's acceptance is strictly limited to the terms and conditions stated herein unless the County agrees to any modification or addition in writing.
3. **Specifications:** All articles ordered to the County's specifications will comply with such specifications as of the date of this Order unless otherwise specified by the County.
4. **Warranty:** Unless otherwise agreed to in writing by the parties, Seller warrants that articles ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the County, or, if not ordered to specifications, will be fit and sufficient for the purpose intended, and that all articles will be merchantable and of good quality. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Seller to the County upon completion and final acceptance of the Work. The County may, at its option, either return for credit or refund or require prompt correction or replacement of a defective or non-conforming article and delivery to the County of any corrected or replaced articles shall be at the Seller's expense. Defective or non-conforming articles shall not be corrected or replaced unless specified by the County's written order. Articles required to be corrected or replaced shall be subject to the provisions of this paragraph and the paragraph hereof entitled "Inspection" in the same manner and to the same extent as articles originally delivered under this Order, but only as to the corrected or replaced part or parts thereof.
5. **Inspection:** Payment for the articles under this Order shall not constitute acceptance thereof. All articles shall be subject to inspection and test at all times and places, including the period of manufacture, by the County. All articles are also subject to final inspection and acceptance at the County's facility notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after delivery.
6. **Indemnity:** In accepting this Order, Seller agrees to save harmless and defend and indemnify the County, its successors and assigns and the users of the articles against all claims, losses, damages, or expenses which may be made against the County from defects in the articles, or which the County may incur arising from infringement of patent rights or copyrights on any article named herein and purchased hereunder.
7. **Force Majeure:** Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Order where such delay or failure is caused by an event beyond its reasonable control, such as natural disasters, acts of war, insurrection and terrorism. If a party seeks to rely on a force majeure event, that party shall immediately notify the other party of the reason for and anticipated period of any delay.
8. **Termination for Convenience:** The Purchasing Services Manager, by advance written notice, may terminate this Order when it is in the best interests of the County. If this Order is so terminated, the Seller shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Seller will not be compensated for any other costs in connection with a termination. The Seller will not be entitled to recover any damages in connection with a termination.
9. **Gratuities:** Seller warrants that neither it nor any of its employees, agents, or representatives has offered or given, or will offer or give, any gratuities to the County's employees, agents, or representatives with a view toward securing this Order or securing favorable treatment with respect thereto.
10. **Waiver:** The waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.
11. **Drug-Free Workplace:** The Seller shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended).
12. **Record Retention:** The Seller agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Order, whichever is later, all books, documents, papers, and records pertinent to this Order. The Seller agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Seller further agrees to include these provisions in any subcontractor issued in connection with this Order.
13. **Permits & Licenses:** The Seller shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Upon request by the County, the Seller may be required to provide a copy of its current applicable Seller's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Seller's Licensing Board as enforced by the South Carolina Licensing Board for Sellers. The Seller's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.
14. **Subcontracts:** No subcontracts shall be allowed without the prior written approval of the County. If approved, the Seller warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work product, as though the Seller had performed the work itself.
15. **Controlling Law:** The laws of South Carolina shall govern this Order. All litigation arising under this Order shall be litigated only in a nonjury hearing in the Court of Common Pleas, First Judicial Circuit, Dorchester County, South Carolina.
16. **Removal of Seller's Personnel from Work Site:** The Purchasing Services Manager may, in writing, require the Seller to remove from the work site any employee the Purchasing Services Manager deems incompetent, careless or otherwise objectionable.
17. **Safety, Health, and Security:** The Seller shall take proper safety, health and security precautions, including any applicable OSHA requirements, to protect its workers and the County's property, workers and the public at all times when performing work under this Order. Emergency exits shall not be blocked and doors shall be secured by the Seller when work is temporarily suspended and after each work day. All materials shall be stored securely, protected from theft or damage.
18. **Repair of Damages:** The Seller will restore or replace, when and as directed by the County, any public or private property damaged or destroyed by the Seller's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Work.