

**LAKE COUNTY HEALTH DEPARTMENT AND COMMUNITY HEALTH CENTER
PURCHASE ORDER TERMS AND CONDITIONS**

- 1. ACCEPTANCE OF PURCHASE ORDER:** A Purchase Order (Order) is given for immediate acceptance by the Seller. Unless promptly notified to the contrary, the Lake County Health Department and Community Health Center (LCHD/CHC) will assume the Seller accepts the Purchase Order as written and will make delivery as specified on the document.
- 2. ENTIRE AGREEMENT:** All specifications, drawings, and data submitted to the Seller with the Purchase Order or the solicitation for the Purchase Order are hereby incorporated herein and made a part hereof. The Purchase Order contains the entire agreement of the parties. No change in quantities, prices, specifications, terms or shipping instructions will be allowed except on written authority of the LCHD/CHC Materials Management Department. Any additional or different terms and conditions proposed by Seller are objected to and hereby rejected, unless specifically agreed to by the LCHD/CHC.
- 3. INDEMNIFICATION:** The Seller shall indemnify, keep and save harmless the LCHD/CHC, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the LCHD/CHC as a consequence of granting the Purchase Order.
- 4. MODIFICATION:** The LCHD/CHC may, by written Documentation, make changes in the specifications if such changes are within the general scope of the Purchase Order. If such changes cause an increase or decrease in the Seller's costs or in the time required for performance of the Purchase Order: (a) the Seller shall promptly notify the LCHD/CHC and assert its claim for adjustment within fifteen (15) calendar days, and (b) an equitable adjustment shall be made by the LCHD/CHC and the Purchase Order modified accordingly. Nothing in this clause shall excuse the Seller from performing.
- 5. DEFAULT:** Time is of the essence for the Purchase Order and if delivery of acceptable items or rendering of services is not completed by the time promised, the LCHD/CHC reserves the right without liability, in addition to its other rights and remedies, to terminate the Purchase Order by notice effective when received by Seller. As to stated items not yet shipped or services not yet rendered, the LCHD/CHC reserves the right to purchase substitute items or services elsewhere and charge the Seller with any and all losses incurred.
- 6. TRANSPORTATION CHARGES:** Transportation expense for all shipments shall be prepaid to destination. Shipments sent C.O.D. or freight collect without the LCHD/CHC's written consent will not be accepted and will, at Seller's risk and expense, be returned to Seller. No charges will be allowed by the LCHD/CHC for transportation, packing, cartage or containers unless otherwise authorized in the Purchase Order.
- 7. UNAVOIDABLE DELAY:** If the Seller is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control, Seller must immediately, upon receiving knowledge of such delay, give written notice to the LCHD/CHC and request an extension of time. The LCHD/CHC shall examine the request and determine if the Seller is entitled to an extension.
- 8. QUANTITY:** Quantities furnished in excess of those specified in the Purchase Order will not be accepted and will be held at Seller's risk and expense.
- 9. INSPECTION:** Materials or equipment purchased are subject to inspection and approval at the LCHD/CHC's destination. The LCHD/CHC reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
- 10. WARRANTY:** The Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the Purchase Order, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in the Purchase Order. The LCHD/CHC may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

- 11. REGULATORY COMPLIANCE:** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA) as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
- 12. ROYALTIES AND PATENTS:** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall save the LCHD/CHC harmless from loss on account thereof.
- 13. EQUAL EMPLOYMENT OPPORTUNITY:** Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of the Purchase Order.
- 14. PAYMENT:** Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act 50 ILCS 505/1 et. seq., or the Sellers invoice, which ever are more favorable to the LCHD/CHC and payment date therefore shall be calculated from the date of invoice or receipt or final acceptance of goods, whichever is later.
- 15. IDENTIFICATION:** Invoices in duplicate with prices set out and giving the correct Purchase Order Number must be sent to the address shown on the face of the Purchase Order, otherwise payment of Seller's account may be delayed. The Purchase Order Number shall appear on all invoices, boxes, packages, shipping documents and correspondence, and the list of contents shall be enclosed in each box or package.
- 16. TERMINATION:** The LCHD/CHC may, at any time, terminate the Purchase Order in whole or in part by written, electronic, or verbal notice confirmed in writing. Upon termination for convenience of the LCHD/CHC, the LCHD/CHC will assume responsibility for specific contractual or scheduled financial commitments made prior to notice of termination. Any and all services, property, publications, or materials provided during or resulting from the Purchase Order shall become the property of the LCHD/CHC. If however, termination is occasioned by Seller's breach of any condition hereof, including breach of warranty, or by Seller's delay, except due to circumstances beyond the Seller's control and without Seller's fault or negligence, Seller shall not be entitled to any claim or costs or to any profit referred to in said clause, and LCHD/CHC shall have against Seller all remedies provided by law and equity.
- 17. TAXES:** Per Illinois Revised Statutes, Chapter 120, Paragraph 441, the LCHD/CHC is exempt from certain State and local taxes. Exemption number is printed on the face of the Purchase Order; the Purchase Order shall serve as the exemption certificate.
- 18. LAW GOVERNING:** The Purchase Order shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be found exclusively in the 19th Judicial Circuit Court, State of Illinois per 735 ILCS 5/2-108
- 19. INSURANCE:** Seller shall procure and maintain in full force and effect, at its expense, products liability, completed operations and other insurance which is customary for similar Sellers in the industry. Certificate of insurance may be required for, but not limited to, Commercial General Liability, Commercial Auto Liability, Worker's Compensation and Professional Liability insurance.
- 20. PREVAILING WAGE:** If applicable, the work performed shall be in accordance with the provisions of the Illinois Prevailing Wage Act (Act) 820 ILCS 130/.01-12 et. seq. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor or determined by the court on review shall be paid to all trades performing work under the Purchase Order as required by the Act. Current prevailing rates may be viewed at the Illinois Department of Labor's Prevailing Wage Rates webpage. All Contractors and subcontractors rendering work under the Purchase Order must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.
- 21. ILLINOIS WORKERS ON PUBLIC WORKS ACT:** Contractor and any subcontractor of the Contractor shall conform to the Employment of Illinois Workers on Public Works Act 30 ILCS 570/1 et. seq. including Public Act 096-0929 signed into law on June 16, 2010 which requires the use of 90% Illinois laborers, if the current unemployment rate exceeds 5% for two (2) consecutive months prior to the date of the Purchase Order. The current level of unemployment in the State of Illinois may be viewed at the United States Bureau of Labor5 Statistics webpage.