

LAKE COUNTY PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE OF PURCHASE ORDER.** A Purchase Order is given for immediate acceptance by the Seller. Unless promptly notified to the contrary, the County will assume the Seller accepts the 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 this order or the solicitation for this order are hereby incorporated herein and made a part hereof. This contract 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 Lake County Purchasing Division. Any additional or different terms and conditions proposed by Seller are objected to and hereby rejected, unless specifically agreed to by the County.
3. **INDEMNIFICATION.** The Seller shall indemnify, keep and save harmless the County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.
4. **MODIFICATION.** The County may, by written Order, make changes in the specifications if such changes are within the general scope of the Contract.
If such changes cause an increase or decrease in the Seller's costs or in the time required for performance of the Contract: (a) the seller shall promptly notify the County and assert its claim for adjustment within fifteen (15) calendar days and (b) an equitable adjustment shall be made by the County and the Contract modified accordingly. Nothing in this clause shall excuse the Seller from performing.
5. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered, and 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 County'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 County 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 County and request an extension of time. The County 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 County's destination. The County 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 this 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 this order. The County 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 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" 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 County 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 this contract.
14. **PAYMENT.** Payments shall be made in accordance with the Local Government Prompt Payment Act.50 ILCS 505/1, or the Seller's invoice, whichever are more favorable to the County and payment date therefore shall be calculated from the receipt of invoice or receipt or final acceptance of the 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 this 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. Buyer may, at any time, terminate this order in whole or in part by written or electronic notice or verbal notice confirmed in writing. Upon termination for convenience of Buyer, the Buyer 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 Contract shall become the property of the Buyer. 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 Buyer shall have against Seller all remedies provided by law and equity.
17. TAXES. Lake County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Lake County is exempt from State and local taxes. Exemption number is printed on the reverse side hereof. This order shall serve as the exemption certificate.
18. LAW GOVERNING. This contract 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. 735 ILCS 5/2-103
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. Vendor and vendors performing work on County owned or leased facilities or property shall during the entire term of the contract, maintain a minimum, the insurance coverage as identified in the Bid, RFP or County agreement related to.
20. LIABILITY. Any person, firm or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes and discharges the County, its officers, agents and employees, from all claims, demands and causes of action of every kind and character including the cost of defense thereof, for any injury to including death of any person whether that person be a third person, vendor or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance maybe required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.
21. PREVAILING WAGE If applicable the work performed shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130 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 laborers, workers and mechanics performing work under this purchase order. Current prevailing rates may be viewed at <http://www.state.il.us/agency/idol/rates/rates.HTM> Submission of certified payroll records is required prior to the issuance of payment.
22. ILLINOIS WORKERS ON PUBLIC WORKS ACT
In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following: "Illinois Workers on Public Works Act, 30 ILCS 570/ et seq, including Public Act 096-0929 signed into law on June 16, 2010" which requires the use of Illinois labor if the current unemployment rate exceeds 5% for two (2) consecutive months. The current level of unemployment in the State of Illinois may be viewed at <http://www.ides.illinois.gov/page.aspx?item=2510>