

CONDITIONS

This order if accepted, is subject to the following terms and conditions:

1. We reserve the right
 - (a) To reject and return at your expense, material in excess of quantity ordered or defective material.
 - (b) To reject delivery and/or cancel this order or any or all installment deliveries under it upon failure to ship the order or any installment of it within the time or times specified, or to ship the quantity or quality ordered.
 - (c) To suspend or cancel deliveries during the existence of strikes, labor disturbances, secondary boycotts, fires, floods or other situations arising from causes not within our practicable control.
2. All goods and articles furnished hereunder are warranted to be merchantable and free from all material defects and of good workmanship and fit for the purposes intended. It is further guaranteed that all goods and articles conform to the specifications included or referred to herein.
3. In the performance of this order you will comply with the provisions of the Fair Labor Standards Act and of any other applicable Federal or State Laws and regulations, and you agree that any provisions required by such laws and regulations to be included herein shall be deemed to be incorporated by reference.

This order or contract shall be governed by the laws of the State of New Jersey.
4. Each package must contain packing slip showing contents and our order number.
5. All goods and articles furnished hereunder shall comply with all regulations and specifications, including but not limited to OSHA regulations and specifications in effect at the time of delivery.
6. The within purchase order shall terminate and be null and void unless the goods and articles called for herein shall be delivered or supplied within one calendar year.
7. The within purchase order shall not be assignable by the Seller without the written consent of the Township of Bernards.
8. The Vendor hereby agrees to hold harmless, indemnify, and defend the purchaser against any claims which may be made against the Purchaser for breach of any and all express or implied warranties, or liability for product defects or liability for patent infringement claims, which may arise out of the use of the goods, merchandise, materials and products purchased herein.

Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.