

TERMS and CONDITIONS

1. There is no understanding or agreement pertaining to this order other than herein expressed, and your acceptance is limited to and shall be governed by the terms and conditions set forth herein. Notice is hereby given of our objection to any terms and conditions additional to or different from those set forth herein.
2. No changes will be allowed for boxing, crating, drayage or storing unless expressed on the face hereof.
3. This order is subject to modification or cancellation by us in the extent of fire, act of God, public enemy, earthquake, floods, strikes, labor troubles or any other cause beyond our reasonable control. This order shall not be deemed to constitute a firm offer and is subject to modifications, revocations or cancellations by us at any time prior to your acceptance. Except as provided herein, after acceptance this agreement shall not be subject to modification except by a writing setting forth the terms of such modifications and signed by the parties (both) herein.
4. If invoices subject to cash discounts are not mailed on the date of shipment, discount period will be calculated from the date invoice is received by us.
5. Shipment or deliveries hereunder shall be made at the time and in the manner specified. On all shipments you shall promptly notify us with respect to the shipping point and the initial carrier. Routing must be secured from us before shipment is made. Your obligation of prompt shipment, delivery and notification in accordance with the terms hereof are each of the essence of this agreement and your failure in any such respect shall constitute a ground for rejection of the goods by us and their return to you at your expense.
6. If deliveries now or hereafter specified for any date, are by agreement in writing with you made at an earlier date, then the deliveries schedules for the later dates, shall at our option and in any quantities up to the total quantity which you agree to anticipate be anticipated by a like or lesser period of time.
7. You hereby expressly warrant that the goods shipped hereunder shall conform to the description and specification herein provided, shall be of good design, material and workmanship, free of defects, shall be merchantable, and shall be fit for the purposes for which the goods are required by us. No disclaimer, exclusion, limitation or modification of any of the aforesaid warranties shall be deemed effective.
8. Goods delivered to us (whether paid for by us or not) including by way of description but not limitation, machinery, or equipment to be assembled or installed shall not be deemed finally accepted until on installation, testing, inspection or use, as the case may be, we find them in accordance without our specifications.
9. No obligations are assumed by us with respect to goods shipped in excess of the requirements of the shipping schedule, if any, unless agreed upon in writing.
10. Before proceeding with any work, service or the shipping of any goods involving possible claims by you for extra compensation above the price specified in the within order, you shall submit to us a detailed statement of such terms, together with the price thereof. If the City of Holyoke desires to have the work done or the goods furnished at the price so stated, The City of Holyoke Purchasing agent or associates working under their discretion will issue written instructions to you. Claims for compensation above the prices specified in this order shall be allowed only on presentation of such written instructions of the Purchasing Department.
11. No drafts for purchases made by us will be honored unless agreed to in writing by us.
12. In the event that the goods or services ordered hereunder require, in connection with the installation of said equipment or the supervision of said services at any locations or building site in the City of Holyoke, the services of a supervisor or expert connected with your company and

you agree to furnish the same, either without charge or at a specified rate per day, it is understood that such supervisor shall not, while performing their duties to furnish the same, either without charge or at a specified rate per day, it is understood that such supervisor shall not, while performing their duties with respect to the goods and services covered by this agreement to be deemed our agent, servant or employee, and you assume full responsibility for all acts and omissions of such party.

13. In the event of any proceeding by or against you, voluntary, or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee, or an assignee for the benefit of creditors, of the property of your company, or in the event of a breach by you of any of the terms hereof, including any warranties made in connection with the goods ordered hereunder, we shall have the right to cancel this and any or all other orders or contracts between us or to reduce the quantities of goods to be delivered hereunder.
14. All blueprints, drawings, dies, patterns, tools, etc. prepared or constructed by you and paid for by the City of Holyoke shall be the property of the City of Holyoke; and upon completion of deliveries under this order, or in case of the cancellation of this order for any reason, you agree to deliver to the City of Holyoke all blueprints, drawings, dies, patterns, tools, etc. which may have been either furnished or paid for by us.
15. You hereby warrant that the sale and or use of the goods, services or techniques herein ordered will not infringe upon any U.S. Letters Patent and agree to defend every suit which shall be brought against us or against any one selling or using any of said goods, services or techniques, and to pay all expenses and fees for counsel which shall be incurred in and about defending every such suit, and all costs, damages and contracted expenses recoverable therein; and the City of Holyoke and all parties sued wave the right to employ counsel on their own behalf who shall have the right to participate in the defense of such suit and whose fees shall be paid by you.
16. You hereby warrant that no law, rule or ordinance for the United States, A State, City of Holyoke or any other government authority or agency has been violated in the manufacture or sale of any items covered by this order.
17. The construction, validity and interpretation of this agreement and each term used herein, the rights and obligations of the parties with respect to performance hereunder, as well as the liabilities which may arise hereunder, shall be governed, defined and determined under the laws of the State of Massachusetts in which the City of Holyoke is located and operated as a municipal corporation stabled by the law in the County of Hampden and without regard to the choice of law rules of the State or any other jurisdiction.

Seller will comply with all provisions of Executive order 13672 of July 21st, 2014 and of the rules, regulations and relevant orders of the Secretary of Labor.