

**CAPE FEAR PUBLIC UTILITY AUTHORITY  
PURCHASE ORDER  
TERMS AND CONDITIONS**

The Terms and Conditions listed below will govern all matters relating to the goods provided by you or your company (the "Vendor") to Cape Fear Public Utility Authority (Authority) under this purchase order. Any Terms and Conditions not stated on the face of this purchase order but incorporated by reference therein shall be binding only if provided or signed by the Authority and attached hereto. In the event that a binding written contract signed by both the Vendor and the Authority exists, the terms and conditions of the contract shall supersede any conflicting terms and conditions below or on the face of the purchase order.

1. The Authority desires to engage the Vendor for goods and/or work as set forth in the Purchase Order.
2. If Vendor refuses to accept this purchase order exactly as written, Vendor will return it at once with explanation.
3. The term of this Agreement shall commence upon issuance of a Purchase Order and shall end upon delivery of goods and/or substantial completion of the work.
4. The risk of loss of and damage to goods which are the subject of this purchase order shall remain on the Vendor until the goods are delivered to the destination set out in this purchase order and accepted by the Authority.
5. All goods or services must be billed to the Authority at prices not to exceed those stated on the accompanying purchase order. All freight, transportation fees, fuel surcharges etc. shall be included in vendor's quote. No additional fees of this nature shall be paid in excess of the Purchase Order.
6. All invoices are to be mailed to the Finance Department to the address listed on the Purchase Order or emailed to [ap@cfpua.org](mailto:ap@cfpua.org). Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. Reference the purchase order number on all invoices. The Authority will not be responsible for any goods/services delivered without a purchase order.
7. The Authority agrees to pay all approved invoices Net 30 days from the date the invoice was received and completion of work.
8. The Authority is exempt from Federal Excise Tax except as required by law to pay. The Authority's purchase orders do not include sales tax; however, the Authority is not tax exempt and does pay NC sales tax. Show state sales tax separately on the invoice.
9. Vendor will supply all materials, equipment and delivery costs of the finished product or service. The Vendor, without the written consent of the Authority, shall not make any changes, alterations, substitutions or deviations of materials or design, or variations in the terms of the agreement.
10. Vendor warrants that the products and services furnished pursuant to this purchase order shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.
11. To the fullest extent permitted by Laws and Regulations, Vendor shall indemnify, hold harmless, and defend the officers, directors, members, partners, employees, agents, Vendors and other Vendors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising directly or indirectly out of the obligations herein undertaken or resulting from the operations conducted, to the extent caused by any negligent act or omission of Vendor, any sub-vendor of Vendor, or any individual or entity directly or indirectly employed by any of them to perform any of the Services or anyone for whose acts any of them may be liable.
12. The Occupational Safety and Health Administration ("OSHA") has promulgated regulation ("Regulations") that may apply to the Vendor in the performance of the Work.  
Vendor agrees as follows:
  - Vendor will fully comply with the Regulations and will cooperate with the Authority and all sub-vendors of the Authority in order to assure compliance with the Regulations.
  - Vendor hereby accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations that might arise.
  - Vendor will indemnify, defend and hold the Authority harmless of and from all Claims, damages, liabilities, and causes of action that arise from the failure of Vendor to comply with the Regulations.

- Vendor will not use any chemicals in its performance of the Work for the Authority or incorporate any chemicals into materials or products supplied to Authority or to the Work locations unless Vendor has given Authority prior written notice of the existence and the possible exposure to such chemical, has delivered a Material Safety Data Sheet, and has received a written consent of the Authority to use such chemicals.
13. The Authority reserves the right to cancel this agreement, or any part thereof, at any time, without penalty, and shall be the sole judge of its decision to cancel this order. Such cancellation may be based upon failure of seller to comply with the terms and conditions of this transaction, failure to perform the work with the promptness and diligence, failure to make shipment within the time specified or for any such reason.
  14. The Authority will not be bound by any verbal agreements.
  15. It is mutually agreed that Vendor is an independent contractor and not an agent or employee of the Authority, and as such the Vendor, or any employees thereof, or sub-contractors, or any employees thereof, shall not be entitled to any Authority employment benefits, such as, but not limited to, wages or salary, vacation, sick leave, insurance, workers' compensation, or pension and retirement benefits.
  16. E-verify - Vendor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Vendor utilizes a subcontractor, Vendor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
  17. The vendor's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this agreement.
  18. Refer to our website for the Cape Fear Public Utility Authority's Environmental Policy. Visit [www.cfpua.org](http://www.cfpua.org), click on the Departments tab, Environmental Management, and then choose Environmental Management.
  19. All of the terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.
  20. VENDOR shall secure before delivery of any goods or services hereunder Commercial General Liability Insurance. The Authority shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures.
  21. No advertising, sales promotion, other materials or presentations of the Vendor will identify or reference this contract, or the Cape Fear Public Utility Authority's name without the written consent of the Authority. This includes professional conferences, meetings and other events where the Vendor may be discussing or referencing either verbally or in writing CFPUA and/or the services or products covered under this contract. Exception may be taken to the above with regard to listing the Authority as a job history reference in responses to requests for proposals.
  22. Vendor certifies that they are in compliance with the Iran Divestment Act, N.C.G.S. Chapter 147 Article 6E. and as of the date of the Purchase Order, the Vendor named in this agreement is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. Article 6E, §147-86.58. Contractor shall not utilize any subcontractor found on the State Treasurer's Final Divestment List located on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran)
  23. FEDERAL FUNDS (Including FEMA): "All contract provisions applicable to this contract as required under Appendix II of 2 CFR Part 200 and the FEMA Public Assistance Program as provided for at <https://www.fema.gov/media-library-data/1483976790556-96bfcf3bf2c64e94d6f63dd4169a7d2c/RequiredContractClauses2C.F.R.200.326and2C.F.R.Part200AppendixII10917.pdf> are incorporated by reference."