

CRRA Terms of Purchase

These Terms of Purchase govern the purchase by Connecticut Resources Recovery Authority ("CRRA") of goods and/or services, as governed by the context, from the Seller ("Seller") pursuant to this Purchase Order. These Terms of Purchase shall govern each purchase by CRRA of goods and/or services by the Seller, until amended or superceded by CRRA. If this Purchase Order is issued pursuant to a contract between CRRA and Seller, in the event of any conflict between these Terms of Purchase and such contract, then the terms and conditions of such contract shall control.

1. **Acceptance.** Commencement of performance by Seller pursuant to this Purchase Order constitutes acceptance by Seller of these Terms of Purchase. If delivery dates cannot be met, Seller shall inform CRRA in writing as soon as possible, by return mail, e-mail or facsimile (as circumstances require), of Seller's best possible alternative delivery dates for CRRA's acceptance. Such alternative delivery dates shall not become effective until express written acceptance thereof by CRRA.

2. **CRRA Exemption(S) From State Taxes.** CRRA is exempt from all State of Connecticut taxes and assessments pursuant to Conn. Gen. Stat § 22a-270. Without limiting the generality of the preceding sentence, pursuant to Conn. Gen. Stat § 12-412(92), the sale and/or use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any CRRA project (whether such purchases are made directly by CRRA or are reimbursed by CRRA to the lessee or operator of such project), is exempt from State of Connecticut Sales and Use Taxes. Accordingly, Seller shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Seller's provision of goods and/or services to CRRA, nor shall Seller include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA. The obligations of Seller contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Seller of any State of Connecticut taxes or assessments in connection with its provision of goods and/or services to CRRA. No State of Connecticut taxes or assessments shall be included in any rates, costs, prices or other charges presented to CRRA by Seller, in any RFQ, RFP, estimate or other submittal or proposal to CRRA.

3. **Deliveries and Time.** CRRA's schedules are based upon the understanding that deliveries of goods and/or services by Seller to CRRA shall be made by any date specified on the face of this Purchase Order. Time is therefore of the essence of this Purchase Order. If deliveries are not made at the time agreed upon, CRRA reserves the right to cancel any remaining deliveries without liability to CRRA and to hold Seller accountable for any costs and/or losses to CRRA arising therefrom.

4. **Prices.** Seller's price shall not be higher than last quoted or last charged to CRRA unless otherwise agreed to in writing by CRRA.

5. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed to in writing by CRRA.

6. **Invoices and Payment.** Each invoice rendered by Seller to CRRA shall be in duplicate and shall reference the applicable Purchase Order number. CRRA's standard payment terms of Net 30 Days after conforming delivery or completion of services (as

applicable) shall apply unless other terms have been agreed to in writing by CRRA.

7. **Warranties.** Seller warrants that all goods delivered to CRRA shall be merchantable, fit for their particular purpose, and free from defect of material or workmanship, and shall conform strictly to any specifications, drawings, or sample specified or furnished. All services supplied by Seller to CRRA shall be performed in a workmanlike manner and free from error. These warranties shall survive any inspection, delivery, acceptance, or payment by CRRA of such goods and/or services.

8. **Inspection and Rejection.** Any final inspection shall be on CRRA's premises or at such other locations as determined by CRRA in its sole discretion, unless otherwise agreed to in advance in writing by CRRA. Goods rejected by CRRA in its sole discretion as not conforming to this Purchase Order or as otherwise defective, shall be returned to Seller at Seller's expense, including transportation and handling costs.

9. **Assignment.** Seller shall not delegate any duties, nor assign any rights or claims under this Purchase Order without prior written consent of CRRA, and any such attempted delegation or assignment without such consent shall be void.

10. **Setoffs and Counterclaims.** All claims for moneys due or to become due from CRRA shall be subject to deduction by CRRA for any setoff or counterclaim arising out of any CRRA Purchase Order with Seller.

11. **Changes.** CRRA shall have the right to make, from time to time and without notice to any sureties or assignees, changes as to packing, testing, destinations, specifications, designs, and delivery schedules (postponements only). Seller shall immediately notify CRRA of any increases or decreases in costs caused by such changes and an equitable adjustment in prices or other terms hereof shall be agreed upon in a written amendment to this Purchase Order.

12. **Bankruptcy.** In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, the inability of Seller to meet its debts as they become due, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then CRRA shall be entitled, at its sole option, to cancel any unfilled part of this Purchase Order without any liability whatsoever to CRRA.

13. **Intellectual Property.** Seller warrants that it has a full, unconditional, and irrevocable right and title to sell, transfer, deliver or perform the goods or services, or to practice the methods, which are the subject of this Purchase Order. To the extent that such goods, services, methods or other deliverables are or may be protected by or subject to any laws, regulations, statutes, codes, or other provisions relating to any intellectual property or related rights (including but not limited to patents, trademarks, trade dress, trade secrets, logos, brand names, copyrights and other intellectual property rights) (hereinafter the "Intellectual Property"), Seller further warrants that it is either (i) the sole and exclusive owner of and has the exclusive right to use (free and clear of any obligation to pay royalties or any similar obligation and free and clear of all mortgages, liens or other encumbrances) the Intellectual Property; or (ii) it has valid and effective licenses permitting

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it to make, use, sell, transfer, practice, or otherwise use, the Intellectual Property. Seller further warrants that it has the right to grant any licenses or sublicenses necessary for it or CRRA to perform under this Purchase Order and/or for CRRA to receive, purchase or use the goods, services or deliverables which are the subject of this Purchase Order. There is no claim or demand of any person or entity pertaining to, and there is no pending or threatened action, suit, proceeding or investigation relating to, or the outcome of which could affect, the rights of the Seller or CRRA with respect to the Intellectual Property. Without limiting any right of CRRA contained in Section 19 below (Indemnification by Seller), Seller shall hold harmless and indemnify CRRA (including for all attorneys fees and costs) in the event that Seller breaches any of the warranties set forth in this Section 13, or if in any other respect, any claims (including but not limited to claims for infringement) are asserted by any third-party with respect to Intellectual Property or other rights with respect to the goods, services, methods or other deliverables which are the subject of this Purchase Order.

14. **Governing Law.** This Purchase Order and the acceptance thereof shall be a contract made in the state of Connecticut and governed by the laws thereof. Seller hereby consents to the jurisdiction of the federal and state courts of Connecticut with respect to any disputes arising out of this Purchase Order.

15. **Traffic Routing.** Any losses accruing from deviation from any CRRA routing instructions will be charged to Seller's account.

16. **Proof Of Shipment.** Seller shall forward to CRRA, with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing the fact that shipment has been made.

17. **Supplementary Information.** Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in this Purchase Order shall be deemed to be incorporated therein by reference as if fully set forth. In case of any discrepancies or questions, Seller shall refer to CRRA for decision or instructions or for interpretation.

18. **Compliance With Applicable Law.** Seller's supply of goods and/or services to CRRA pursuant to this Purchase Order is and shall be subject in all respects to, and in compliance with, all applicable law, including without limitation all statutes, rules, regulations, ordinances, proclamations, demands, directives, executive orders, or other requirements of any municipal, state, and federal government and all subdivisions thereof which now govern or may hereafter govern the sale or delivery, of the goods and/or services contemplated by this Purchase Order.

19. **Indemnification by Seller.** Seller will indemnify, hold harmless, and defend CRRA from all liability for claims, judgments, damages, costs, expenses (including reasonable attorneys' fees) loss or injury to persons or property in any manner arising out of or incident to Seller's performance hereunder. Seller's indemnification obligation shall survive Seller's performance hereunder.

20. **Title & Risk of Loss.** Shipments are made prepaid and allowed, and shall include all shipping charges, and any special packing or crating. Seller warrants title to all goods sold and bears the risk of loss or damages to the items purchased under this purchase

order until delivery in conformity with this purchase order at the f.o.b. point specified by CRRA, and upon such conforming delivery, title shall pass. Passing of title shall not constitute acceptance of the items by CRRA.

21. **Insurance.** Seller shall carry Commercial General Liability insurance (alone or in combination with Commercial Umbrella insurance) with a limit of not less than one million (\$1,000,000.00) dollars each occurrence, covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).

Seller shall carry Workers' Compensation insurance at Connecticut statutory limits, and Employer's Liability coverage with limits of at least \$100,000/\$500,000/\$100,000.

Seller shall immediately submit to CRRA a certificate for the required insurance referenced in this Section 21, certifying that such insurance is in full force and effect and setting forth the information required below in this Section 21. Seller shall additionally furnish to CRRA within thirty (30) days before the expiration date of the coverage of the required insurance, a certificate containing the information required below, certifying that such insurance has been renewed and remains in full force and effect.

All policies for the required insurance shall: (i) name CRRA as an additional insured (this shall not apply to Workers' Compensation/Employer's Liability) (ii) include a standard severability of interest clause; (iii) provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (iv) hold CRRA free and harmless from all subrogation rights of the insurer; and (v) provide that such required insurance hereunder is the primary insurance.

22. **Conflicting Terms on Invoice.** If terms of this Purchase Order do not appear on or agree with Seller's invoice as rendered, Seller agrees that CRRA may make such changes to such invoice to conform the same to this Purchase Order and make payment accordingly.

23. **Conflicts Generally.** These Terms of Purchase shall govern in the event of any conflict with any term or condition of Seller's RFQ, RFP, estimate, submittal proposal or any other documentation of Seller, and are not subject to change by reason of any written or verbal statements by Seller, or by any terms stated in any documentation of Seller, unless the same be accepted by CRRA in writing.

24. **Costs of Enforcement.** If CRRA is required to take legal action, including, but not limited to litigation, to enforce these Terms of Purchase, CRRA shall recover its reasonable attorney fees, collection fees and court costs incurred in any such action.