

# SAS Purchase Order Terms and Conditions

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**General Warranty:** Warranty period for goods or services herein begins upon receipt of the goods or services. Vendor warrants and represents that goods and services supplied under this Purchase Order will conform to specifications set forth herein, will be provided in a workman-like manner, and are free and clear of all liens, claims, or encumbrances of any kind. Vendor further warrants that all goods will be new unless otherwise stated herein and will be fit for the purpose for which such goods are ordinarily employed. Vendor represents that Vendor is authorized to pass on the manufacturer's written warranties to SAS. Nothing in this warranty shall be construed to limit any rights or remedies SAS may otherwise have under this Purchase Order or as provided by law.

**Inspection:** All goods / services are subject to inspection and approval within a reasonable time after delivery to SAS' destination. SAS may reject nonconforming goods / services, and may, at SAS' option, return rejected goods at Vendor's expense, hold goods pending Vendor's reasonable instruction, or in the case of services SAS may contract an alternate supplier to perform such services. In any case no payment will be due to Vendor.

**Payment for Goods or Services:** If any payment is made to Vendor prior to arrival or complete inspection of the goods or services, SAS is not signifying acceptance of the goods or services and will hold the account of Vendor subject to adjustment for any shortage, defect, delay or other fault. Such payment does not waive SAS' right to reject the goods or services or take other appropriate actions.

**Cancellation:** SAS reserves the right to cancel at any time, for its convenience, all or any part of the order which has not actually been shipped by Vendor. If the cancelled order is for labor or a service, SAS shall pay Vendor for all work satisfactorily performed up to the time of termination.

**Publicity:** Vendor may not publish any information about SAS' use of such goods or services without the prior written approval of SAS.

**Facsimile / Email Copies:** Reproduction of SAS' Purchase Orders made by SAS via photocopier, facsimile or sent via email by SAS to Vendor, is considered to be an original.

**Liability Insurance:** Vendors who will be providing onsite labor in fulfillment of this Purchase Order must provide and maintain in full force and effect at no additional cost to SAS the following amounts of insurance: Workers' Compensation and Employers' Liability as specified by state law, in each state where work is to be performed. Comprehensive General Liability/Umbrella Liability - coverage on a primary, non-contributing, occurrence basis with coverage for (i) premises/operations (including medical payments), (ii) products/completed operations, and (iii) personal injury. Minimum limits for bodily injury and property damage shall be \$2,000,000 each occurrence and \$2,000,000 aggregate. Comprehensive Automobile Liability - covering all motor vehicles, owned or non-owned, used by Vendor in providing Services with a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Before any work is performed at SAS' site under this purchase order, a Certificate of Insurance must be on file with the SAS Risk & Insurance Management.

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**Indemnification:** Vendor shall indemnify and hold SAS harmless from any expense or liability for claims by third parties arising directly or indirectly, in whole or in part, from any defect in any goods or services sold to SAS hereunder or from breach of any warranty hereunder. The indemnification provisions of any contract specified on the Purchase Order shall apply to this Purchase Order.

**Assignment:** Vendor may not assign or transfer any of the rights, duties and obligations listed herein without the written consent of SAS.

**Vendor Responsibilities:** Vendor agrees to abide by [SAS' Business Partner Code of Conduct](#), available upon request. To the extent deemed necessary by SAS to enable performance of Vendor's obligations under this Purchase Order, SAS will permit Vendor access to SAS' premises so long as Vendor abides by SAS' Security and Safety Policies, available upon request.

**Additional Warranties:** Vendor warrants that Vendor shall render any onsite services: (i) in a diligent, conscientious, and workmanlike manner and (ii) in strict compliance with all applicable laws and government regulations, codes, ordinances, proclamations, or orders, including, but not limited to, taking all required actions and safeguards relating to any public health emergency, including the COVID-19 pandemic. Without limiting any portion above, Vendor further warrants that all services shall be performed by employees and permitted subcontractors who, based on all required and/or reasonable inquiry, verification and/or testing, are not believed or known to have COVID-19 or any other communicable disease (unless such status is otherwise protected by law). Without limiting any of the indemnification obligations in this Purchase Order, Vendor shall indemnify and hold SAS harmless from any liability, debt, cost, damages and reasonable attorneys' fees to the extent caused by or arising out of the performance of services by Vendor, its employees or subcontractors, including, but not limited to, third party claims arising from breach of any warranty hereunder and injury to persons or damage to property.

**EEOC Clause:** The Equal Employment Opportunity Clause of Executive Order 11246, as amended, and its implementing regulations, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973, and applicable regulations issued there under are incorporated herein by specific reference. If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR § 60-300.5(a) and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

**OSHA Clause:** Vendor warrants that all goods supplied hereunder comply with the Occupational Safety and Health Act of 1970, as amended, relative to the Federal Hazard Communication Standard and the North Carolina Hazardous Chemicals Right to Know Act of 1986 and all other applicable laws and regulations. Vendor agrees, upon acceptance of the Purchase Order, that the goods or services rendered to SAS not meeting the standards referenced herein will be corrected at Vendor's expense.

**Governing Law:** This agreement and any matter relating thereto shall be deemed made and entered into in the State of North Carolina and shall be governed by the laws of the State of North Carolina. Any action or proceeding concerning this agreement shall be brought in a court of the State of North Carolina or a Federal Court residing in the State of North Carolina with venue in Wake County, North Carolina. Any party which is a nonresident of the State of North Carolina, hereby consents to personal jurisdiction in the foregoing courts.

**Waiver:** The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be a waiver of any succeeding breach of such provision or be a waiver of the provision itself.

**Severability:** If any provisions of this Purchase Order shall for any reason be held to be invalid or unenforceable, this Purchase Order shall nevertheless remain in full force and effect, and such provisions shall be deemed stricken.

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**Use of Forms:** Vendor's commencement of services or shipment of goods shall be deemed an effective mode of acceptance of SAS' offer to purchase contained herein. Any acceptance of this Purchase Order is limited to acceptance of the express terms of the offer contained in this Purchase Order. Vendor may issue certain forms associated with the ordering or delivery of goods or services ordered herein. Such forms will be effective to specify the good or services ordered or delivered only. All provisions otherwise contained in said forms are objected to, rejected, and shall have no force or effect, the terms and conditions contained in this Purchase Order taking precedence. Any attempt by Vendor to vary in any degree the terms of this offer in Vendor's acceptance are hereby deemed to be material alterations and notice of objections and rejection of these terms is hereby given.

**Entire Agreement:** Unless a contract is specified on the Purchase Order, this writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Purchase Order. This writing may not be amended except by written agreement by the parties. If there is a conflict between the terms and conditions of the contract specified on the Purchase Order and the terms specified in this Purchase Order, the terms of the contract will take precedence if signed by both parties; or if not signed by both parties then this Purchase Order shall take precedence.

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