

PURCHASE ORDER TERMS AND CONDITIONS - INSTRUCTIONS TO VENDORS

THESE PURCHASE ORDER TERMS AND CONDITIONS, the "Purchase Order", set forth the terms and conditions pursuant to which the Loudoun County Sanitation Authority, doing business as Loudoun Water, agrees to procure from the Contractor, and the Contractor agrees to furnish and provide, the goods and/or services described herein. LOUDOUN WATER and the Contractor hereby agree as follows:

- 1. Authorization to do Business in Virginia:** Each contractor that is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership hereby represents and warrants as follows: (a) it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law; and (b) it shall not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia, if so required under Title 13.1 or Title 50 of the Virginia Code, to be revoked or cancelled at any time during the term of this Agreement.
- 2. Goods and/or Services:** The goods and/or services to be furnished hereunder are described on the face of the Purchase Order and incorporated by reference herein, together with the required date(s) for delivery and/or performance and the purchase price and/or fees payable with respect to such goods and/or services. The prices and/or fees set forth therein are firm and fixed unless otherwise agreed in writing by LOUDOUN WATER.
- 3. Exact Quantities:** The Contractor shall provide the exact quantities specified therein. LOUDOUN WATER will not pay for overages and if delivered, LOUDOUN WATER will, at its sole option and discretion, either return the additional quantities to the Contractor at the Contractor's risk and expense, or accept the additional quantities at no additional cost to LOUDOUN WATER.
- 4. Packing and Risk of Loss:** The Contractor shall bear all risk of loss with respect to, and shall be solely responsible for, the goods until delivery at the facility or other location designated in writing by LOUDOUN WATER. An itemized packing list must be furnished by the Contractor with each shipment indicating the Purchase Order number, name of the goods with the applicable stock number, quantity ordered, quantity shipped, quantity back-ordered (if applicable), and the name of the Contractor or other supplier. All "drop shipments" will be subject to the same requirements. No fees for packaging, packing, crating, freight or other costs will be paid by LOUDOUN WATER unless expressly stated in the Purchase Order. The Contractor shall be solely liable for damaged goods resulting from improper packing or marking.
- 5. FOB Delivery and Freight Claims:**
 - A. Unless otherwise specified in writing by LOUDOUN WATER, all prices are F.O.B. Destination (as designated in writing by LOUDOUN WATER), Freight Prepaid and Allowed. Shipment shall be by the most direct method; and, where applicable, at the most economical cost to LOUDOUN WATER. LOUDOUN WATER shall not accept responsibility for the processing and/or filing of freight or other shipping claims, and shall not accept any charges relating thereto. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied.
 - B. Time is of the essence with respect to the delivery of all goods and the performance of all services procured pursuant to the Purchase Order. The Contractor shall prepare the goods sold hereunder for delivery to the destination specified and will cause delivery within the time period specified herein. If the Contractor does not prepare the goods within the applicable time period, LOUDOUN WATER may require the Contractor to deliver the goods by the most expeditious means available and the Contractor shall pay for that portion of the transportation charge which exceeds the cost of the method which would have otherwise been used.
- 6. Inspection:** LOUDOUN WATER shall have the right (but not the obligation) to inspect and test the equipment, materials, and/or supplies, at the Contractor's plant any time prior to shipment and to conduct additional inspections at any time after delivery. The making or failure to make any inspection of, or payment for or acceptance of, the goods shall in no event impair LOUDOUN WATER's right to later reject nonconforming materials, or to avail itself of any other remedy to which LOUDOUN WATER may be entitled, notwithstanding LOUDOUN WATER's knowledge of the nonconformity, its substantiality, or the ease of its discovery. The Contractor shall be liable for all inspection, storage, reshipment and return costs with respect to nonconforming goods. Goods and services may be rejected by LOUDOUN WATER if they fail to meet the terms of the Purchase Order, and any such nonconforming goods shall be returned to the Contractor at the Contractor's sole cost and expense.
- 7. Insurance:** Unless otherwise specified in writing by LOUDOUN WATER, the Contractor shall maintain, for so long as this Purchase Order is in effect, the following types and amounts of insurance coverage: (a) with respect to any Purchase Order covering work or services performed for LOUDOUN WATER, regardless of location: Commercial General Liability insurance with a limit of liability that is not less than \$1,000,000 combined single limit; and (b) with respect to any Purchase Order covering work or services performed on property owned or leased by LOUDOUN WATER, or on property otherwise operated by or on behalf of LOUDOUN WATER: (i) Workers' Compensation insurance which satisfies applicable statutory requirements; (ii) Employer's Liability insurance with a limit of liability that is not less than \$100,000 per employee, per bodily injury (or such greater amount as may be required by applicable statute); and (iii) Automobile Liability insurance with a limit of liability that is not less than \$1,000,000 combined single limit. The Contractor hereby covenants and agrees as follows: (a) each such insurance policy shall be underwritten by a responsible and solvent insurance company that is acceptable to LOUDOUN WATER; (b) the insurance coverage specified above shall constitute minimum requirements; and (c) the Contractor shall promptly furnish LOUDOUN WATER's Procurement Manager with copies and/or certificates of insurance evidencing, by endorsement, the insurance coverage specified above, naming LOUDOUN WATER as additional insured on the General Liability and Automobile policy. Nothing contained herein shall be deemed to constitute a waiver of LOUDOUN WATER's sovereign immunity under law.
- 8. Invoices and Payment:**
 - A. To Contractor:
 1. The Contractor shall submit a separate invoice for each separate shipment, in the case of goods, and no more frequently than monthly, in the case of services. All such invoices shall be submitted to LOUDOUN WATER's attn: Accounts Payable office via email at finance@loudounwater.org.
 2. Each invoice shall include the Purchase order number, the Contractor's federal employer identification number (or social security number, if the Contractor is an individual), a reasonably detailed description of the goods and/or services covered by the invoice, and the amount due. If shipping charges are included in an invoice, the original bill of lading shall accompany the invoice. The contractor must insure Manufacturer compliance with these instructions on all drop shipments. All delivery memoranda, bills of lading, packages, and correspondence must reference the Purchase Order Number.
 3. If a discount for prompt payment is allowed, the discount period will commence on the last to occur of: (i) the date of receipt of proper invoice; or (ii) delivery of the goods or service for which the discount applies. LOUDOUN WATER shall receive the benefit of any general reductions or discounts with respect to the Contractor's prices and/or fees which are in effect prior to delivery or performance, as the case may be.
 3. Unless otherwise expressly agreed upon in writing, approved invoices shall be paid on or before the date that is 30 days after the date on which LOUDOUN WATER either received the invoice or accepted delivery of the invoiced goods or services, whichever is later. Any amount due under an approved invoice which is not paid when due shall bear interest at a rate of .5% per month until paid in full.
 4. Payment of amounts due hereunder shall in no event constitute acceptance of any defective or non-conforming goods or services.
 - B. To Subcontractors:
 1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by LOUDOUN WATER work performed by the subcontractor under the Purchase Order: (i) pay the subcontractor for the proportionate share of the total payment received from LOUDOUN WATER attributable to the work performed by the subcontractor under the Purchase Order; or (ii) notify LOUDOUN WATER and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 2. The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from LOUDOUN WATER for work performed by the subcontractor under the Purchase Order, except for amounts withheld as allowed in Section 7(B)(1).
 3. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of .5% per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
 4. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this Section 7(B) shall not be construed to be an obligation of LOUDOUN WATER. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 9. General Warranty:** The Contractor hereby represents and warrants to LOUDOUN WATER that each good and/or service supplied hereunder shall: (A) conform strictly to the requirements of the Purchase Order and to the specifications furnished by LOUDOUN WATER; (B) conform to the terms of any and all written affirmations of fact, promises, or descriptions made or furnished to LOUDOUN WATER by Contractor, if and to the extent that such affirmations, promises, or descriptions are not in conflict with, or are otherwise not less stringent than, LOUDOUN WATER's specifications; (C) meet or exceed standard industry practices and procedures; (D) be manufactured, produced, furnished and/or performed in accordance with Applicable Law (as defined below); (E) be new and of good workmanship and materials; (F) be free from defects in design, workmanship and materials; (G) be merchantable and fit for the particular purpose or purposes intended by LOUDOUN WATER; and (H) be delivered and conveyed to LOUDOUN WATER free and clear of any liens, claims or encumbrances of any nature whatsoever. The Contractor, at its own cost and expense, has obtained, or will obtain, prior to the delivery of any goods or performance of any services, hereunder, all approvals required by Applicable Law in connection with the transactions contemplated hereby, and the Contractor will furnish LOUDOUN WATER, upon request, with copies or other satisfactory evidence of all such approvals. As employed herein, the term "Applicable Law" shall mean all federal, state, and local laws, rules, orders, codes and regulations, including but not limited to those governing labor, wages, improper or illegal payments, or public health and safety, applicable to the transactions contemplated by the Purchase Order.
- 10. Warranty of Non-Infringement:** The Contractor hereby represents and warrants that LOUDOUN WATER's purchase, possession, and/or intended use of the goods and services furnished under the Purchase Order will not infringe upon, or contribute to the infringement of, any United States or foreign patent, copyright, trademark, trade secret, or other intellectual property rights of any nature. If the use of all or any portion of such goods or services is enjoined, then the Contractor covenants and agrees that it shall, at its sole expense and subject to LOUDOUN WATER's sole discretion, procure the right to continued use by LOUDOUN WATER of such goods and/or services, modify such goods and/or services to render them non-infringing, replace such goods and/or services with non-infringing goods or services, or remove that portion of the goods and/or services completely and refund all amounts paid by LOUDOUN WATER therefore, plus all related transportation, installation and dismantling costs related to such goods and/or services. The Contractor shall defend LOUDOUN WATER against all claims and suits alleging infringement and shall pay all related costs. The Contractor's duties under this provision shall include the duty to obtain the approval of LOUDOUN WATER as to the legal counsel selected to defend LOUDOUN WATER and to confer with LOUDOUN WATER concerning the defense.
- 11. Non-Conforming Goods and Services:** If any goods or services furnished hereunder do not conform in all material respects to the representations and warranties set forth in the Purchase Order, then the Contractor shall promptly repair, replace, or re-perform all such goods and services upon written notice by LOUDOUN WATER which is delivered to the Contractor within twelve (12) months after the date of delivery, in the case of non-conforming goods, or the date of performance, in the case of non-conforming services, at no additional cost to LOUDOUN WATER. At LOUDOUN WATER's option, non-conforming goods may be repaired or replaced by the Contractor at LOUDOUN WATER's facility or wherever the goods are located, or may be returned to the Contractor's facility or to an authorized repair center, all at the Contractor's expense. In the event of the Contractor's failure to repair, replace, or re-perform any non-conforming goods or services or diligently initiate the correction, replacement or re-performance thereof within five (5) business days after the date of LOUDOUN WATER's notice to the Contractor, LOUDOUN WATER shall have the right to correct or replace such goods and services and to charge the Contractor all costs thereof. The cost of correction shall be deducted from any amounts then or thereafter due the Contractor hereunder and, if such amounts are insufficient to cover the cost of correction, the Contractor shall pay such deficiency to LOUDOUN WATER promptly following written demand therefore. Notwithstanding the foregoing, if any non-conformity with a warranty materially affects the operation or use of any of the goods or presents an imminent threat to the safety or health of any person or entity and LOUDOUN WATER knows of such non-conformity, LOUDOUN WATER may, at its option, correct or replace such goods or services without giving the Contractor notice of such non-conformity, and the Contractor shall be responsible and liable to LOUDOUN WATER for all costs incurred by LOUDOUN WATER.
- 12. Indemnification:** The Contractor hereby assumes all risks associated with furnishing the goods and materials specified herein and shall indemnify and hold harmless LOUDOUN WATER and LOUDOUN WATER's members, officers, authorized representatives and employees (collectively, the "LOUDOUN WATER Indemnitees") from and against any and all claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees and costs) (collectively, the "Losses") arising out of or in connection with: (1) any material breach of the representations, warranties, agreements and covenants of the Contractor contained in the Purchase Order; (2) any injuries to persons or property caused by any negligent or wrongful act or omission of the Contractor or its subcontractors, vendors, employees, or other authorized representatives; (3) any claims filed by the Contractor which are adjudicated or otherwise determined in favor of LOUDOUN WATER; (4) any claims filed against LOUDOUN WATER by a subcontractor or employee of the Contractor; or (5) any claims or suits for infringement of United States or foreign patents, copyrights, trademarks, trade secrets, or other intellectual property rights or claims of unfair competition arising out of or resulting from LOUDOUN WATER's purchase, use, and/or possession of any goods and/or

services furnished under the Purchase Order. The Contractor's duties under this provision shall include the duty to obtain the approval of LOUDOUN WATER as to the legal counsel selected to defend LOUDOUN WATER and to confer with LOUDOUN WATER concerning the defense.

13. Default and Termination: Each of the following events shall constitute a default by the Contractor for purpose of the Purchase Order (each of which shall entitle LOUDOUN WATER to terminate for default in accordance with this Section): (a) any bankruptcy proceeding by or against the Contractor or the appointment of a trustee for the benefit of creditors; (b) a refusal or failure of the Contractor to deliver the goods, or to perform the services, in accordance with any of the agreed scheduled delivery date(s); (c) if, based upon the current progress of the goods and services and information provided by the Contractor, the Contractor is projected to deliver any portion of the goods or perform any portion of the services after the scheduled delivery date(s) for such goods and/or services; (d) assignment or subcontracting of all or any part of the Purchase Order without LOUDOUN WATER's prior written consent; or (e) failure to perform any other material provision of the Purchase Order. In the event the Contractor does not cure any such default within a period of three (3) business days after receipt of written notice thereof from LOUDOUN WATER, or such longer period as LOUDOUN WATER may authorize in writing, then LOUDOUN WATER may give written notice to the Contractor to terminate the Purchase Order or any part thereof. In the event of termination for default, LOUDOUN WATER shall not be liable to the Contractor for payment of any amount beyond the value of any conforming goods and services shipped or received and accepted by LOUDOUN WATER, less damages suffered by LOUDOUN WATER. In such case, the Contractor shall be liable to LOUDOUN WATER for any and all losses, costs and damages incurred by LOUDOUN WATER arising out of or resulting from such default, including any and all liquidated damages which shall be based on the date(s) that a reasonable substitute supplier, exercising proper due diligence, achieved such respective scheduled deliveries. Upon request by LOUDOUN WATER, the Contractor will deliver or assign to LOUDOUN WATER any goods and services in progress at the time of termination.

14. Termination for Convenience: At any time, LOUDOUN WATER may terminate for its convenience all or any separable part of the Purchase Order by giving written notice of termination to the Contractor. On the date that notice of such termination is received by the Contractor, the Contractor shall: (a) discontinue all work relating to the goods and/or services so terminated except for work performed in compliance with the instructions set forth in the termination notice; and (b) refrain from placing any additional orders in connection with the terminated portion(s) of the Purchase Order. The Contractor shall not be entitled to any other payment from LOUDOUN WATER with respect to any terminated portion(s) of the Purchase Order including, but not limited to, any anticipated or future profits or damages in connection therewith.

15. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the order shall be canceled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the order.

16. Waiver; Severability: Any waiver by LOUDOUN WATER of any breach by the Contractor of any term or condition of the Purchase Order shall not constitute a waiver of any subsequent breach of the same or any other term or condition hereof. The rights and remedies of LOUDOUN WATER set forth herein are not exclusive, but are in addition to all other rights and remedies of LOUDOUN WATER under applicable law. If any portion of the Purchase Order is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and the remainder of the Purchase Order shall remain in full force and effect.

17. Material Safety Data Sheets: By law, LOUDOUN WATER will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS). This MSDS will be reviewed by the LOUDOUN WATER, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the LOUDOUN WATER's criteria for approval.

18. Survival of Representations and Warranties: Each of the representations, warranties, and covenants set forth in the Purchase Order shall survive the execution, delivery, performance and termination hereunder.

19. Reservation of Rights: Any action by LOUDOUN WATER with respect to inspection of or payment for the goods and/or services covered by the Purchase Order shall not prejudice LOUDOUN WATER's right to reject nonconforming or defective goods or services, nor be deemed to constitute acceptance by LOUDOUN WATER of the goods or services, or affect in any way the Contractor's obligations under the Purchase Order notwithstanding LOUDOUN WATER's opportunity to inspect the goods and/or services, LOUDOUN WATER's knowledge of the nonconformity or defect, the importance or critical nature of, or the ease of discovery of the nonconformity or defect, nor LOUDOUN WATER's earlier failure to reject the goods or services. No action or failure to act by LOUDOUN WATER or its officers, agents or representatives shall be construed at any time to bar or otherwise preclude LOUDOUN WATER from: (a) showing the true and correct classification, amount, quality, or character of the goods and/or services delivered or performed hereunder, as the case may be, or that any determination, decision, acceptance, or payment is incorrect or was improperly made in any respect, or that the goods and/or services (or any part thereof) do not in fact conform to the requirements of the Purchase Order; and/or (b) demanding and recovering from the Contractor any overpayment made to him or such damages as LOUDOUN WATER may sustain by reason of the Contractor's failure to comply with the requirements of the Purchase Order.

20. Governing Law; Venue: The Purchase Order shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the Commonwealth of VA, without reference to conflict of laws principles. Any action or proceeding arising out of or related to the Purchase Order shall be brought only in the courts of competent jurisdiction in the Commonwealth of VA, County of Loudoun. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

21. Non-Discrimination:

A. LOUDOUN WATER does not discriminate against faith-based organizations.

B. During the performance of the Purchase Order, Contractor agrees as follows:

(i) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

(iii) Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section 21(B).

Contractor will include the provisions of the foregoing Sections 21(B)(i), (ii) and (iii) in every subcontract, sub-consulting agreement and Purchase Order over \$10,000, in order that the provisions above will be binding upon each subcontractor, sub-consultant and vendor.

C. Notice of Required Disability Legislation Compliance: LOUDOUN WATER is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, LOUDOUN WATER, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

22. Tax Exempt: LOUDOUN WATER is exempt from, and will not pay any, federal, state or local taxes which may be applicable to the transactions contemplated by these Purchase Order Documents, including without limitation any Federal Excise Tax, Transportation Tax or VA Sales and Use Tax. LOUDOUN WATER's federal tax exempt identification number is: 54-0716770.

23. Drug-Free Workplace: During the performance of the Purchase Order, the Contractor agrees to: (i) provide a drug free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For purposes hereof, a "drug-free workplace" shall mean the site for the performance of the contract contemplated by the Purchase Order. The Contractor acknowledges and agrees that: (a) alcoholic beverages, firearms and illegal drugs are prohibited in all LOUDOUN WATER facilities and on all LOUDOUN WATER property; and (b) its employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract contemplated by the Purchase Order.

24. No Employment of Unauthorized Aliens. The Contractor hereby covenants and agrees that it does not, and shall not during the performance of the Purchase Order; knowingly employ an unauthorized alien (as such term is defined in the federal Immigration Reform and Control Act of 1986).

25. No Assignment, Substitutions or Modifications: The Contractor shall not assign or subcontract any right or obligation under the Purchase Order without LOUDOUN WATER's prior written consent. No substitution, change, modification, or deviation from the terms of the Purchase Order shall be made without prior written authorization from LOUDOUN WATER.

26. Relationship of the Parties; No Third Party Beneficiaries: The relationship of the Contractor and LOUDOUN WATER shall be that of an independent contractor and not that of an agent of LOUDOUN WATER. Neither the Contractor, nor any subcontractor, supplier, nor employee of the Contractor, shall be deemed to be an employee or agent of LOUDOUN WATER for any purpose whatsoever. No third party is entitled to rely for any purpose on any of the representations, warranties and agreements of LOUDOUN WATER and the Contractor set forth herein. Neither LOUDOUN WATER nor the Contractor shall be liable to any third party because of any reliance on the representations, warranties and agreements of LOUDOUN WATER and the Contractor contained in the Purchase Order.

27. Licensure: To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia), the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

28. Business, Professional, and Occupational License Requirement: In accepting this order, the Vendor, Contractor or Service Provider agrees to conform to local business license tax liabilities where applicable. Questions should be referred to the Commissioner of the Revenue's Office (703) 777-0260 in Loudoun County, VA.

29. Ethics in Public Contracting: The ethics in public Contracting provisions of Sections 2.2-4367 through 2.2-4377 of the Code of Virginia are applicable to all Contracts entered into by LOUDOUN WATER.

30. Notices: All communications, notices, invoices, and disclosures required or permitted hereunder shall be in writing and shall be sent by duplicate copy transmitted by another means of delivery authorized hereunder, sent by first class U.S. Mail, postage prepaid, or sent prepaid by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered with a hard copy sent by overnight express courier, five (5) days after mailing if sent by mail, and one (1) day after dispatch if sent by overnight express courier, to the following addresses and/or fax numbers: (a) if to the Contractor, to the address set forth on the first page of the Purchase Order; and (b) if to LOUDOUN WATER, to: Loudoun Water, 44865 Loudoun Water Way, Ashburn, VA 20147. Either party may change its address for notices by sending written notice of such change to the other party in the manner prescribed herein. Never include on one invoice goods furnished on two or more Purchase Orders. Each must be invoiced separately.

31. Contractual Disputes: Unless otherwise provided herein, contractual claims, whether for money or other relief shall be made and decided in accordance with Section 2.2-4363 of the Code of Virginia.

32. Effective Date: The Purchase Order shall be deemed to have been accepted by the Contractor and shall become a binding and enforceable contract in accordance with its terms as of the date which is: (a) the date of LOUDOUN WATER's receipt of written acknowledgement of the Contractor's acceptance, which may include issuance of an invoice in accordance with the Purchase Order; (b) 7 days after the Contractor's receipt of the Purchase Order from LOUDOUN WATER, unless the Contractor notifies LOUDOUN WATER in writing within such time period of its rejection or proposed modification of any provision hereof; or (c) the date when the Contractor ships the first lot of goods or commences performance of the services ordered hereunder, whichever occurs first.

33. Entire Agreement: The Purchase Order hereby expressly overrides and supersedes any conflicting language from any documents created, submitted or sent by the Contractor. The Purchase Order, together with all exhibits and attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written between the parties with respect to the subject matter hereof.

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