PURCHASE ORDER

DATE | PO NO.
-----|--------
5/31/19 | 11942

Purchase Order # Must Appear on All Correspondence

PAGE NO. | REF DOC NO.
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Page 1 of 2 |          

Invoice To:
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

Vendor No:
Brenntag Northeast
81 W Huller Lane
Reading, PA 19605

Ship To:
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

225 North Center Street
Westminster, MD 21157-5194
410-386-2181 – Toll Free 1-888-302-8978
Fax: 410-840-8929

DATE REQUIRED | SHIP VIA | F.O.B. | TERMS | DEPARTMENT
---|---|---|---|---
As Required | Best Way | Destination | Net 30 days | Utilities

<table>
<thead>
<tr>
<th>QUANTITY</th>
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<th>ITEM DESCRIPTION</th>
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<td>Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sodium Bisulfate 38-40%, bulk delivered- $0.2282 pound</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Caustic Soda 50%- $0.22 pound 3,500+ deliveries</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Caustic Soda 50%, 680lb drum delivered- $0.5548 pound</td>
</tr>
</tbody>
</table>

County Contact: Andy Watcher @ 410-386-2164
Vendor Contact: Jayanna Yeakle @ 610-858-4834

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)
This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth in such form as well as those shown or referred to on the face of this order.
PURCHASE ORDER TERMS AND CONDITIONS

DELIVERY AND TRANSPORTATION
A. Seller shall deliver the goods or provide the service according to the terms set forth on this Purchase Order. Time is of the essence of this order. Seller’s failure to meet the delivery date(s) shall constitute a material breach.
B. No variations shall be made to the delivery date(s) unless accepted in writing by Buyer.
C. If Seller has reason to believe one or more of the delivery dates will not be met, Seller shall give Buyer prompt notice. If Seller does not meet one or more delivery dates, or if seller notifies Buyer that it anticipates not being able to meet one or more of the delivery dates, Buyer, at its sole discretion, may obtain substitute goods, material, or services from an alternate source. Buyer may recover from Seller damages the difference between the cost of the substituted goods, material, or services and the contract price together with any incidental or consequential damages, less expenses saved in consequence of Seller’s breach.

WARRANTIES
In addition to any warranties provided by law, Seller expressly warrants that the goods, materials, or services: (1) shall be of good quality and workmanship, and free from all defects, latent or patent; (2) shall conform to the drawings, specifications, descriptions and samples, if any, furnished or specified by Buyer; and (3) shall be suitable and sufficient for the intended purposes represented by Seller.

SPECIFICATIONS AND INSPECTION
A. Seller shall not substitute goods, materials, or services for those specified or proposed without Buyer’s written authorization.
B. All goods, materials and services which are the subject of this order shall be subject to Buyer’s inspection and acceptance.
C. If the goods, materials, or services do not conform and are rejected, Seller shall pay Buyer’s inspection expenses.
D. Buyer may reject any goods, material, or services which Buyer finds to be defective in material or workmanship or which otherwise fail to meet the specifications, proposal, or requirements of this order. If Buyer rejects part of the order, Buyer may adjust Seller’s account proportionally, reducing the amount owed Seller by the value of the portion rejected.
E. Buyer shall notify Seller within a reasonable time following rejection of the order, in whole or in part. Within ten (10) days of notice of rejection. Seller shall provide Buyer with reasonable instructions regarding the disposition of the rejected goods, material or services. Buyer shall comply with any reasonable instructions. Seller shall pay all handling and transportation costs Buyer incurs for the rejected goods. If Seller does not provide reasonable instructions within ten (10) days after receiving notice of rejections, Buyer may return the rejected goods to Seller at Seller’s risk and expense.

CANCELLATION AND TERMINATION
A. Buyer may cancel this order, in whole or in part, without liability to Seller at any time before Seller begins work or incurs expenses for the order.
B. Buyer may terminate this order in whole or in part, without liability to Seller except to pay for goods, materials, or services provided or expenses incurred before termination, if any, of the following occur: (1) Seller becomes insolvent; (2) Seller files a voluntary petition in bankruptcy; (3) an involuntary petition to have Seller declared bankrupt is filed; (4) a receiver or trustee is appointed for Seller; (5) Seller executes an agreement or assignment for the benefit of creditors; (6) Seller breaches any of the terms of this agreement; (7) Seller fails to make progress on this order so as to endanger its performance; (8) the occurrence of fire, act of God, or other event beyond Buyer’s control which makes Buyer’s performance impracticable or impossible; or (9) any other cause.
C. If Buyer terminates the order pursuant to this Agreement, Seller shall immediately cease work and incur no additional expenses relating to this order except as Buyer may direct in its termination notice. Buyer shall pay Seller an amount as negotiated between Buyer and Seller for goods, materials, or services provided before termination. If Buyer and Seller are unable to agree on the amount to be paid, Buyer will pay Seller, and Seller hereby agrees to accept in full payment: (1) the stipulated price for goods, materials, or services completed and received before termination; and (2) Seller’s cost and expense for unfinished work and raw materials on hand required for completion of the order, provided, however, that Seller shall take reasonable steps to mitigate its cost and expense for unfinished work and raw material on hand.

CHANGE ORDERS
Buyer may require changes in this order, including, but not limited to, changes in drawings, designs, specifications, method of inspections, method of packing, order periods, rate or method of shipment, and place of delivery by advising Seller in writing. Adjustments to the order’s cost resulting from a change order shall be in writing and binding upon Buyer and Seller. No change order or price adjustment shall be binding on Buyer unless in writing signed by Buyer’s authorized representative.

PAYMENT
Buyer shall pay Seller in accordance with the terms, if any, expressed in the order. Unless agreed otherwise in writing, Buyer shall pay Seller only after receipt of all goods, materials, or services ordered are inspected and accepted. Seller shall not deliver goods, materials, or services to Buyer “C.O.D.” unless Buyer instructs otherwise in writing. Cash Discount periods shall be computed from the date Buyer last received the goods, material, or services, or receipt of Seller’s invoice, whichever is later.

REMEDIES
The remedies reserved to Buyer in this Agreement are in addition to any other remedies available under law. Buyer’s failure to enforce explicit waiver of any breach of this Agreement shall not constitute a waiver of future breaches.

USE OF INFORMATION
A. All specifications, drawings, sketches, models, technical information, and data (hereinafter “information”) furnished to Seller for this Order shall remain Buyer’s property and shall be returned to Buyer upon request. All information provided by Buyer shall be confidential and may be used by Seller only to fill this Order.
B. Information provided by Seller shall not be confidential and shall be free from restriction (other than patent infringement), unless Buyer agrees otherwise in writing.

COMPLIANCE WITH LAWS
Seller shall comply with all applicable state, federal and local laws, rules and regulations.

INDEMNITY
Seller indemnifies, holds harmless and defends Buyer from all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees and court costs arising out of this Order.

INDEPENDENT CONTRACTOR STATUS
A. If this contract is for the purchase of services in conjunction with goods or materials, Seller is an Independent Contractor and shall not be construed as, nor shall it represent itself as, Buyer’s employee.
B. The work to be performed under this purchase order will be performed entirely at Seller’s risk. Seller is responsible for the condition of tools and equipment used in performing the work. Seller indemnifies Buyer for all liability or loss arising out of Seller’s performance of the work.
C. If this Agreement is a purchase of services—either solely or in conjunction with purchase of goods or material—for the duration of the work, Seller shall maintain worker’s compensation insurance for its employees if required by law, and shall provide Buyer with proof of compliance with this requirement before beginning work. If Seller fails to maintain worker’s compensation insurance on its employees for the duration of this Agreement, Seller shall indemnify Buyer for any claims against its worker’s compensation policy; and
D. If this Agreement is a purchase of services—either solely or in conjunction with purchase of goods or material—for the duration of the work, Seller shall maintain property and casualty insurance in amounts as required by Buyer. Seller shall provide Buyer with a Certificate of Insurance as proof of coverage upon Buyer’s request.

APPLICABLE LAW
This Agreement shall be interpreted and enforced under the laws of the State of Maryland. Seller agrees to submit to the jurisdiction of Maryland Courts.

DELEGATION
Seller may not delegate its duties under this Agreement without Buyer’s written consent.

REV. 05/9/12
**PURCHASE ORDER**

CARROLL COUNTY, MARYLAND
225 North Center Street
Westminster, MD 21157-5194
410-386-2181 – Toll Free 1-888-302-8978
Fax: 410-840-8929

Vendor No:
Chemrite, Inc.
5202 Belle Wood Ct, STE 104
Buford, GA 30518

Ship To:
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

DATE REQUIRED
As Required

SHIP VIA
Best Way

F.O.B.
Destination

TERMS
Net 30 days

DEPARTMENT
Utilities

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County Contact: Andy Watcher @ 410-386-2164
Vendor Contact: Aaron Opp @ 770-271-5576

Authorized By: Mike Myers

**(TAX EXEMPT NO. 3000114-4)**

This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth in such form as well as those shown or referred to on the face of this order.
PURCHASE ORDER TERMS AND CONDITIONS

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WARRANTIES:
In addition to any warranties provided by law, Seller expressly warrants that the goods, materials, or services: (1) shall be of good quality and workmanship, and free from all defects, latent or patent; (2) shall conform to the drawings, specifications, descriptions and samples, if any, furnished or specified by Buyer; and (3) shall be suitable and sufficient for the intended purpose for which they are sold by Seller.

SPECIFICATIONS AND INSPECTION:
A. Seller shall not substitute goods, materials, or services for those specified or proposed without Buyer’s written authorization.
B. All goods, materials, and services which are the subject of this order shall be subject to Buyer’s inspection and acceptance.
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E. Buyer shall notify Seller within a reasonable time following rejection of the order, in whole or in part. Within ten (10) days of notice of rejection, Seller shall provide Buyer with reasonable instructions regarding the disposition of the rejected goods, material or services. Buyer shall comply with any reasonable instructions. Seller shall pay all handling and transportation costs Buyer incurs for the rejected goods. If Seller does not provide reasonable instructions within ten (10) days after receiving notice of rejections, Buyer may return the rejected goods to Seller at Seller’s risk and expense.

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B. Buyer may terminate this order in whole or in part, without liability to Seller except to pay for goods, materials, or services provided or expenses incurred before termination, if any of the following occur: (1) Seller becomes insolvent; (2) Seller files a voluntary petition in bankruptcy; (3) an involuntary petition to have Seller declared bankrupt is filed; (4) a receiver or trustee is appointed for Seller; (5) Seller executes an agreement or assignment for the benefit of creditors; (6) Seller breaches any of the terms of this agreement; (7) Seller fails to make progress on this order so as to endanger its performance; (8) the occurrence of fire, act of God, or other event beyond Buyer’s control which makes Buyer’s performance impracticable or impossible; or (9) any other cause.
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Seller indemnifies, holds harmless and defends Buyer from all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees and court costs arising out of this Order.

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B. The work to be performed under this purchase order will be performed entirely at Seller’s risk. Seller is responsible for the condition of tools and equipment used in performing the work. Seller indemnifies Buyer for all liability or loss arising out of Seller’s performance of the work.
C. In addition to the indemnity obligations, Seller shall maintain worker’s compensation insurance for its employees if required by law, and shall provide Buyer with proof of compliance with this requirement before beginning work. If Seller fails to maintain worker’s compensation insurance on its employees for the duration of this Agreement, Seller shall indemnify Buyer for any claims against its worker’s compensation policy; and
D. If this Agreement is a purchase of services- either solely or in conjunction with purchase of goods or material- for the duration of the work, Seller shall maintain property and casualty insurance in amounts as required by Buyer. Seller shall provide Buyer with a Certificate of Insurance as proof of coverage upon Buyer’s request.

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REV. 05/912
PURCHASE ORDER

DATE | PO NO. | CARROLL COUNTY, MARYLAND
5/31/19 | 11938 | 225 North Center Street
| | | Westminster, MD 21157

Purchase Order # Must Appear on All Correspondence

PAGE NO. | REF DOC NO.
Page 1 of 2

Invoice To:
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

Vendor No:
George S Coyne Chemical Co
3015 State Rd
Croydon, PA 19021

Ship To:
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

DATE REQUIRED | SHIP VIA | F.O.B. | TERMS | DEPARTMENT
As Required | Best Way | Destination | Net 30 days | Utilities

| QUANTITY | UNIT/MEASURE | ITEM DESCRIPTION | UNIT COST | EXTENDED COST
---|---|---|---|---

Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.

Sulfuric Acid, 2600lb tote delivered- $0.2500/pound
Hydrofluosilicic Acid 23-25%, bulk delivered- $0.2793/pound

County Contact: Andy Watcher @ 410-386-2164
Vendor Contact: Donald Helwig @ 215-785-3000

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)
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REV. 05/09/12
**PURCHASE ORDER**

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**Invoice To:**
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

**CARROLL COUNTY, MARYLAND**
225 North Center Street
Westminster, MD 21157-5194
410-386-2181 – Toll Free 1-888-302-8978
Fax: 410-840-8929

**Ship To:**
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

**Vendor No:**
Kuehne Chemical Co.
86 North Hackensack Ave
Kearny, NJ 07032

**DATE REQUIRED**  **SHIP VIA**  **F.O.B.**  **TERMS**  **DEPARTMENT**
As Required  Best Way  Destination  Net 30 days  Utilities

**QUANTITY**  **UNIT/MEASURE**  **ITEM DESCRIPTION**  **UNIT COST**  **EXTENDED COST**

Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.

Sodium Hypochlorite, bulk delivered- $0.8755 gallon

County Contact: Andy Watcher @ 410-386-2164
Vendor Contact: Susan Anthony @ 973-589-0700

**Authorized By:**  **Mike Myers**

**(TAX EXEMPT NO. 3000114-4)**
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WARRANTIES
In addition to any warranties provided by law, Seller expressly warrants that the goods, materials, or services: (1) shall be of good quality and workmanship, and free from all defects, latent or patent; (2) shall conform to the drawings, specifications, descriptions and samples, if any, furnished or specified by Buyer; and (3) shall be suitable and sufficient for the intended purposes represented by Seller.

SPECIFICATIONS AND INSPECTION
A. Seller shall not substitute goods, materials, or services for those specified or proposed without Buyer’s written authorization.
B. All goods, materials and services which are the subject of this order shall be subject to Buyer’s inspection and acceptance.
C. If the goods, materials, or services do not conform and are rejected, Seller shall pay Buyer’s inspection expenses.
D. Buyer may reject any goods, material, or services which Buyer finds to be defective in material or workmanship or which otherwise fail to meet the specifications, proposal, or requirements of this order. If Buyer rejects part of the order, Buyer may adjust Seller’s account proportionally, reducing the amount owed Seller by the value of the portion rejected.
E. Buyer shall notify Seller within a reasonable time following rejection of the order, in whole or in part. Within ten (10) days of notice of rejection, Seller shall provide Buyer with reasonable instructions regarding the disposition of the rejected goods, material or services. Buyer shall comply with any reasonable instructions. Seller shall pay all handling and transportation costs Buyer incurs for the rejected goods. If Seller does not provide reasonable instructions within ten (10) days after receiving notice of rejections, Buyer may return the rejected goods to Seller at Seller’s risk and expense.

CANCELLATION AND TERMINATION
A. Buyer may cancel this order, in whole or in part, without liability to Seller at any time before Seller begins work or incurs expenses for the order.
B. Buyer may terminate this order in whole or in part, without liability to Seller except to pay for goods, materials, or services provided or expenses incurred before termination, if any of the following occur: (1) Seller becomes insolvent; (2) Seller files a voluntary petition in bankruptcy; (3) an involuntary petition to have Seller declared bankrupt is filed; (4) a receiver or trustee is appointed for Seller; (5) Seller executes an agreement or assignment for the benefit of creditors; (6) Seller breaches any of the terms of this agreement; (7) Seller fails to make progress on this order so as to endanger its performance; (8) the occurrence of fire, act of God, or other event beyond Buyer’s control which makes Buyer’s performance impracticable or impossible; or (9) any other cause.
C. If Buyer terminates the order pursuant to this Agreement, Seller shall immediately cease work and incurs no additional expenses relating to this order except as Buyer may direct in its termination notice. Buyer shall pay Seller an amount as negotiated between Buyer and Seller for goods, materials, or services provided before termination. If Buyer and Seller are unable to agree on the amount to be paid, Buyer will pay Seller, and Seller hereby agrees to accept in full payment: (1) the stipulated price for goods, materials, or services completed and received before termination; and (2) Seller’s cost and expense for unfinished work and raw materials on hand required for the completion of the order, provided, however, that Seller shall take reasonable steps to mitigate its cost and expense for unfinished work and raw materials on hand.

CHANGE ORDERS
Buyer may require changes in this order- including, but not limited to, changes in drawings, designs, specifications, method of inspections, method of packing, order periods, rate or method of shipment, and place of delivery- by advising Seller in writing. Adjustments to the order’s cost resulting from a change order shall be in writing and binding upon Buyer and Seller. No change order or price adjustment shall be binding on Buyer unless in writing signed by Buyer’s authorized representative.

PAYMENT
Buyer shall pay Seller in accordance with the terms, if any, expressed in the order. Unless agreed otherwise in writing, Buyer shall pay Seller only after receipt of all goods, materials, or services ordered are inspected and accepted. Seller shall not deliver goods, materials, or services to Buyer “C.O.D.” unless Buyer instructs otherwise in writing. Cash Discount periods shall be computed from the date Buyer last received the goods, material, or services, or receipt of Seller’s invoice, whichever is later.

REMEDIES
The remedies reserved to Buyer in this Agreement are in addition to any other remedies available under law. Buyer’s failure to enforce explicit waiver of any breach of this Agreement shall not constitute a waiver of future breaches.

USE OF INFORMATION
A. All specifications, drawings, sketches, models, technical information, and data (hereinafter “information”) furnished to Seller for this Order shall remain Buyer’s property and shall be returned to Buyer upon request. All information provided by Buyer shall be confidential and may be used by Seller only to fill this order.
B. Information provided by Seller shall not be confidential and shall be free from restriction (other than patent infringement), unless Buyer agrees otherwise in writing.

COMPLIANCE WITH LAWS
Seller shall comply with all applicable state, federal and local laws, rules and regulations.

INDEMNITY
Seller indemnifies, holds harmless and defends Buyer from all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees and court costs arising out of this Order.

INDEPENDENT CONTRACTOR STATUS
A. If this contract is for the purchase of services in conjunction with goods or materials, Seller is an Independent Contractor and shall not be construed as, nor shall it represent itself as, Buyer’s employee.
B. The work to be performed under this purchase order will be performed entirely at Seller’s risk. Seller is responsible for the condition of tools and equipment used in performing the work. Seller indemnifies Buyer for all liability or loss arising out of Seller’s performance of the work.
C. If this Agreement is a purchase of goods or services- or in conjunction with purchase of goods or material- for the duration of the work, Seller shall maintain worker’s compensation insurance for its employees if required by law, and shall provide Buyer with proof of compliance with this requirement before beginning work. If Seller fails to maintain worker’s compensation insurance on its employees for the duration of this Agreement, Seller shall indemnify Buyer for any claims against its worker’s compensation policy.
D. If this Agreement is a purchase of services- either solely or in conjunction with purchase of goods or material- for the duration of the work, Seller shall maintain property and casualty insurance in amounts as required by Buyer. Seller shall provide Buyer with a Certificate of Insurance as proof of coverage upon Buyer’s request.

APPLICABLE LAW
This Agreement shall be interpreted and enforced under the laws of the State of Maryland. Seller agrees to submit to the jurisdiction of Maryland Courts.

DELEGATION
Seller may not delegate its duties under this Agreement without Buyer’s written consent.

REV. 05/212
Purchase Order

Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

Vendor No:
Pollu-Tech, Inc.
PO Box 583
DuBois, PA 15801

Ship To:
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

Date Required: As Required
Ship Via: Best Way
F.O.B.: Destination
Terms: Net 30 days
Department: Utilities

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<th>QUANTITY</th>
<th>UNIT/MEASURE</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT COST</th>
<th>EXTENDED COST</th>
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<td>Term Contract to cover the cost of water and wastewater chemicals per MA.plt bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.</td>
<td></td>
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<td>CL835 Polymer, 450lb drum delivered- $2.0000 pound</td>
<td></td>
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</tbody>
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County Contact: Andy Watcher @ 410-386-2164
Vendor Contact: Davis Szczotka @ 814-375-5214

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)

This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth in such form as well as those shown or referred to on the face of this order.
PURCHASE ORDER TERMS AND CONDITIONS

DELIVERY AND TRANSPORTATION
A. Seller shall deliver the goods or provide the service according to the terms set forth on this Purchase Order. Time is of the essence of this order. Seller’s failure to meet the delivery date(s) shall constitute a material breach.
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C. If Seller has reason to believe one or more of the delivery dates will not be met, Seller shall give Buyer prompt notice. If Seller does not meet one or more delivery dates, or if seller notifies Buyer that it anticipates not being able to meet one or more of the delivery dates, Buyer, at its sole discretion, may obtain substitute goods, material, or services from an alternate source. Buyer may recover from Seller damages the difference between the cost of the substituted goods, material, or services and the contract price together with any incidental or consequential damages, less expenses saved in consequence of Seller’s breach.

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In addition to any warranties provided by law, Seller expressly warrants that the goods, materials, or services: (1) shall be of good quality and workmanship, and free from all defects, latent or patent; (2) shall conform to the drawings, specifications, descriptions and samples, if any, furnished or specified by Buyer; and (3) shall be suitable and sufficient for the intended purposes represented by Seller.

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Buyer shall pay Seller in accordance with the terms, if any, expressed in the order. Unless agreed otherwise in writing, Buyer shall pay Seller only after receipt of all goods, materials, or services ordered are inspected and accepted. Seller shall not deliver goods, materials, or services to Buyer “C.O.D.”, unless Buyer instructs otherwise in writing. Cash Discount periods shall be computed from the date Buyer last received the goods, material, or services, or receipt of Seller’s invoice, whichever is later.

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B. Information provided by Seller shall not be confidential and shall be free from restriction (other than patent infringement), unless Buyer agrees otherwise in writing.

COMPLIANCE WITH LAWS
Seller shall comply with all applicable state, federal and local laws, rules and regulations.

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Seller indemnifies, holds harmless and defends Buyer from all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees and court costs arising out of this Order.

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APPLICABLE LAW
This Agreement shall be interpreted and enforced under the laws of the State of Maryland. Seller agrees to submit to the jurisdiction of Maryland Courts.

DELEGATION
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REV. 05/012
PURCHASE ORDER

PO NO. 11939
5/31/19
Purchase Order # Must Appear on All Correspondence

Page 1 of 2

CARROLL COUNTY, MARYLAND
225 North Center Street
Westminster, MD 21157-5194
410-386-2181 – Toll Free 1-888-302-8978
Fax: 410-840-8929

Vendor No:
Shannon Chemical Corp
PO Box 376
Malvern, PA 19355

Invoice To:
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

Ship To:
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

DATE REQUIRED       SHIP VIA      F.O.B.       TERMS       DEPARTMENT
As Required          Best Way      Destination  Net 30 days  Utilities

QUANTITY   UNIT/MEASURE          ITEM DESCRIPTION             UNIT COST   EXTENDED COST

Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.

Citric Acid CMD 150, 3400lb tote delivered- $0.5807/pound
Poly Orthophosphate P722, 275ga tote delivered- $1,717.67 tote

County Contact: Andy Watcher @ 410-386-2164
Vendor Contact: Daniel Flynn @ 610-363-9090

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)
This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth in such form as well as those shown or referred to on the face of this order.
PURCHASE ORDER TERMS AND CONDITIONS

DELIVERY AND TRANSPORTATION
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D. If this Agreement is a purchase of services-both solely or in conjunction with purchase of goods or material-for the duration of the work, Seller shall maintain property and casualty insurance in amounts as required by Buyer. Seller shall provide Buyer with a Certificate of Insurance as proof of coverage upon Buyer’s request.

APPLICABLE LAW
This Agreement shall be interpreted and enforced under the laws of the State of Maryland. Seller agrees to submit to the jurisdiction of Maryland Courts.

DELEGATION
Seller may not delegate its cutes under this Agreement without Buyer’s written consent.

REV. 05/9/12
PURCHASE ORDER

CARROLL COUNTY, MARYLAND
225 North Center Street
Westminster, MD 21157-5194
410-386-2181 – Toll Free 1-888-302-8978
Fax: 410-840-8929

Vendor No:
USALCO
2601 Cannery Ave
Baltimore, MD 21226

Ship To:
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

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<td>Kemira PAX XL (Aluminum Chloride), bulk delivered- $3.9350 gallon</td>
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<td>Delpac 2000B, bulk delivered- $0.1900 pound</td>
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<td>County Contact: Andy Watcher @ 410-386-2164</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor Contact: Melanie Rock @ 410-354-0100</td>
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</tbody>
</table>

Authorized By: Mike Myers

(TAX EXEMPT NO. 3000114-4)
This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth in such form as well as those shown or referred to on the face of this order.
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PAYMENT
Buyer shall pay Seller in accordance with the terms, if any, expressed in the order. Unless agreed otherwise in writing, Buyer shall pay Seller only after receipt of all goods, materials, or services ordered are inspected and accepted. Seller shall not deliver goods, materials, or services to Buyer “C.O.D.” unless Buyer instructs otherwise in writing. Cash Discount periods shall be computed from the date Buyer last received the goods, material, or services, or receipt of Seller’s invoice, whichever is later.

REMEDIES
The remedies reserved to Buyer in this Agreement are in addition to any other remedies available under law. Buyer’s failure to enforce explicit waiver of any breach of this Agreement shall not constitute a waiver of future breaches.

USE OF INFORMATION
A. All specifications, drawings, sketches, models, technical information, and data (hereinafter “information”) furnished to Seller for this Order shall remain Buyer’s property and shall be returned to Buyer upon request. All information provided by Buyer shall be confidential and may be used by Seller only to fulfill this Order.

B. Information provided by Seller shall not be confidential and shall be free from restriction (other than patent infringement), unless Buyer agrees otherwise in writing.

COMPLIANCE WITH LAWS
Seller shall comply with all applicable state, federal and local laws, rules and regulations.

INDEMNITY
Seller indemnifies, holds harmless and defends Buyer from all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees and court costs arising out of this Order.

INDEPENDENT CONTRACTOR STATUS
A. If this contract is for the purchase of services in conjunction with goods or materials, Seller is an Independent Contractor and shall not be construed as, nor shall it represent itself as, Buyer’s employee.

B. The work to be performed under this purchase order will be performed entirely at Seller’s risk. Seller is responsible for the condition of tools and equipment used in performing the work. Seller indemnifies Buyer for all liability or loss arising out of Seller’s performance of the work.

C. If this Agreement is a purchase of services- either solely or in conjunction with purchase of goods or materials- for the duration of the work, Seller shall maintain worker’s compensation insurance for its employees if required by law, and shall provide Buyer with proof of compliance with this requirement before beginning work. If Seller fails to maintain worker’s compensation insurance on its employees for the duration of this Agreement, Seller shall indemnify Buyer for any claims against its worker’s compensation policy; and

D. If this Agreement is a purchase of services- either solely or in conjunction with purchase of goods or materials- for the duration of the work, Seller shall maintain property and casualty insurance in amounts as required by Buyer. Seller shall provide Buyer with a Certificate of Insurance as proof of coverage upon Buyer’s request.

APPLICABLE LAW
This Agreement shall be interpreted and enforced under the laws of the State of Maryland. Seller agrees to submit to the jurisdiction of Maryland Courts.

DELEGATION
Seller may not delegate its duties under this Agreement without Buyer’s written consent.

REV. 05/9/12
**PURCHASE ORDER**

<table>
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<th>DATE</th>
<th>PO NO.</th>
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<td>11945</td>
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Purchase Order # Must Appear on All Correspondence

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<tr>
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<th>REF DOC NO.</th>
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<tbody>
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<td>Page 1 of 2</td>
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**CARROLL COUNTY, MARYLAND**

225 North Center Street
Westminster, MD 21157-5194
410-386-2181 – Toll Free 1-888-302-8978
Fax: 410-840-8929

**Invoice To:**
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

**Vendor No:**
C.F. Zeiler, LLC
8601 LaSalle Rd- STE 203
Towson, MD 21286

**Ship To:**
Carroll County Government
Attention: Utilities
225 North Center Street
Westminster, MD 21157

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<tr>
<th>DATE REQUIRED</th>
<th>SHIP VIA</th>
<th>F.O.B.</th>
<th>TERMS</th>
<th>DEPARTMENT</th>
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<tr>
<td>As Required</td>
<td>Best Way</td>
<td>Destination</td>
<td>Net 30 days</td>
<td>Utilities</td>
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<tr>
<th>QUANTITY</th>
<th>UNIT/MEASURE</th>
<th>ITEM DESCRIPTION</th>
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<tr>
<td></td>
<td></td>
<td>Term Contract to cover the cost of water and wastewater chemicals per MAPT bid #71-F-3-18/19. Contract effective 6/1/19-5/31/20 with four (4) one-year options available.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Solar Salt, 50lb bag delivered- $6.19 bag</td>
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</table>

County Contact: Andy Watcher @ 410-386-2164  
Vendor Contact: Patrick Higgins @ 410-828-7182

Authorized By: Mike Myers

**TAX EXEMPT NO. 3000114-4**

This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth in such form as well as those shown or referred to on the face of this order.
PURCHASE ORDER TERMS AND CONDITIONS

DELIVERY AND TRANSPORTATION
A. Seller shall deliver the goods or provide the service according to the terms set forth on this Purchase Order. Time is of the essence of this order. Seller’s failure to meet the delivery date(s) shall constitute a material breach.
B. No variations shall be made to the delivery date(s) unless accepted in writing by Buyer.
C. If Seller has reason to believe one or more of the delivery dates will not be met, Seller shall give Buyer prompt notice. If Seller does not meet one or more delivery dates, or if Seller notifies Buyer that it anticipates not being able to meet one or more of the delivery dates, Buyer, at its sole discretion, may obtain substitute goods, material, or services from an alternate source. Buyer may recover from Seller damages the difference between the cost of the substituted goods, material, or services and the contract price together with any incidental or consequential damages, less expenses saved in consequence of Seller’s breach.

WARRANTIES
In addition to any warranties provided by law, Seller expressly warrants that the goods, materials, or services: (1) shall be of good quality and workmanship, and free from all defects, latent or patent; (2) shall conform to the drawings, specifications, descriptions and samples, if any, furnished or specified by Buyer and (3) shall be suitable and sufficient for the intended purposes represented by Seller.

SPECIFICATIONS AND INSPECTION
A. Seller shall not substitute goods, materials, or services for those specified or proposed without Buyer’s written authorization.
B. All goods, materials and services which are the subject of this order shall be subject to Buyer’s inspection and acceptance.
C. If the goods, materials, or services do not conform and are rejected, Seller shall pay Buyer’s inspection expenses.
D. Buyer may reject any goods, material, or services which Buyer finds to be defective in material or workmanship or which otherwise fail to meet the specifications, proposal, or requirements of this order. If Buyer rejects part of the order, Buyer may adjust Seller’s account proportionally, reducing the amount owed Seller by the value of the portion rejected.
E. Buyer shall notify Seller within a reasonable time following rejection of the order, in whole or in part. Within ten (10) days of notice of rejection, Seller shall provide Buyer with reasonable instructions regarding the disposition of the rejected goods, material or services. Buyer shall comply with any reasonable instructions. Seller shall pay all handling and transportation costs Buyer incurs for the rejected goods. If Seller does not provide reasonable instructions within ten (10) days after receiving notice of rejection, Buyer may return the rejected goods to Seller at Seller’s risk and expense.

CANCELLATION AND TERMINATION
A. Buyer may cancel this order, in whole or in part, without liability to Seller at any time before Seller begins work or incurs expenses for the order.
B. Buyer may terminate this order in whole or in part, without liability to Seller except to pay for goods, materials, or services provided or expenses incurred before termination, if any of the following occur: (1) Seller becomes insolvent; (2) Seller files a voluntary petition in bankruptcy; (3) an involuntary petition to have Seller declared bankrupt is filed; (4) a receiver or trustee is appointed for Seller; (5) Seller executes an agreement or assignment for the benefit of creditors; (6) Seller breaches any of the terms of this agreement; (7) Seller fails to make progress on this order so as to endanger its performance; (8) the occurrence of fire, act of God, or other event beyond Buyer’s control which makes Buyer’s performance impracticable or impossible, or (9) any other cause.
C. If Buyer terminates the order pursuant to this Agreement, Seller shall immediately cease work and incur no additional expenses relating to this order except as Buyer may direct in its termination notice. Buyer shall pay Seller an amount as negotiated between Buyer and Seller for goods, materials, or services provided before termination. If Buyer and Seller are unable to agree on the amount to be paid, Buyer will pay Seller, and Seller hereby agrees to accept in full payment: (1) the stipulated price for goods, materials, or services completed and received before termination; and (2) Seller’s cost and expense for unfinished work and raw material on hand required for completion of the order, provided, however, that Seller shall take reasonable steps to mitigate its cost and expense for unfinished work and raw material on hand.

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