

TERMS AND CONDITIONS

Acceptance of this order includes acceptance of all terms, prices, delivery instructions and conditions stated. No changes may be made without written authorization of SMRSA. Quantities specified in the order are not to be exceeded. Materials must be properly packaged and marked with the order number. Damaged materials will not be accepted. SMRSA is exempt from any sales, excise or federal transportation taxes under the provisions of the Federal Robinson Patman Act. Rejected material will be returned to the vendor at the vendor's risk and expense. It is agreed that goods delivered shall comply with all federal, state or local laws relative hereto, and that vendor shall defend actions or claims brought and save harmless the buyer from loss, cost or damage by reason or actual or alleged infringement of letter's patent. All prices must be F.O.B. delivered. Where specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to invoice. All deliveries must be prepaid including inside delivery, boxing and cartage unless otherwise stated. The signed purchase order and invoice must be received by the SMRSA no later than the 30th of the month preceding the month in which payment is expected. Signed purchase orders and invoices received after the 30th of each month may be delayed until the following billing cycle. All questions concerning purchasing or payment should be directed to the purchasing office at 732-681-0611, extension 113 or email ap@smrsa.org.

Goods and Service Supplies, Contractors and Subcontractors

Goods and service suppliers, contractors and subcontractors must supply the SMRSA proof of a New Jersey Business Registration Certificate. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not provided or maintained under a contract with THE SMRSA. Information on the law and its requirements is available by calling (609) 292-9292, or online at state.nj.us/treasury/busregcert.shtml. The South Monmouth Regional Sewerage Authority is an independent regional authority comprised of the municipalities of Belmar, Brielle, Lake Como, Manasquan, Sea Girt, Spring Lake Heights and Wall Township. As such, the Authority must comply with P.L.2023, Chapter 30, known as the "Elections Transparency Act" N.J.S.A.19:44-20.4 and 20.5, as well as N.J.S.A. 40A:11-5(1)(a)(i), known as the Local Public Contracts Law. Information regarding the political affiliations of elected officials of our member municipalities is available from the SMRSA Finance Manager.

Contractors and Subcontractors

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

The contractor shall provide the SMRSA with any named subcontractor proof of NJ business registration. Prior to receipt of final payment from the SMRSA, a contractor must submit to the SMRSA an accurate list of all subcontractors or attest that none was used.

During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32 B-1 et seq.) on all sales of tangible personal property delivered into this State.

All vendors must be in full compliance with the above-mentioned statutes and certifications