

AQUA AMERICA, INC.
PURCHASE ORDER
GENERAL TERMS AND CONDITIONS

1.1 **QUALITY.** All materials to be provided by the vendor (the "Vendor") pursuant to this Purchase Order (the "Materials") shall be new, unless otherwise specified in writing by Aqua America, Inc. (the "Company"), and shall be subject to inspection and acceptance by the Company. All services to be provided pursuant to this Purchase Order (the "Services") are to be performed in a skillful and workmanlike manner.

1.2 **WARRANTY.** Notwithstanding any acceptance by the Company, the Vendor warrants that: (a) the Materials shall be free from defects in workmanship, material and design, fit for the purpose intended, and shall conform to the requirements of this Purchase Order; and (b) the Services shall conform to the requirements of this Purchase Order and be performed in a workmanlike manner with the standard skill and care exercised by qualified providers of such services. Vendor shall, at its sole expense, promptly correct or replace any Materials, or re-perform any Services, found by the Company not to be in accordance with this warranty during the period specified on the face of this Purchase Order or in any Special Terms and Conditions made a part hereof or, if no such period is specified, during the period of one year after the Company's acceptance of the Materials and/or Services. The Company shall have the right to use such defective Materials until they can be removed for correction or replacement. A new warranty period (identical to the original warranty period) shall apply to any corrected or replaced Materials, commencing the date of receipt by the Company of such accepted Materials or Services, as the case may be.

1.3 **DELIVERY.** Unless otherwise specified on the face of this Purchase Order, delivery shall be FOB to the Company location(s) shown on the face of the Purchase Order. Time is of the essence in the performance of this Purchase Order and any failure to comply with the delivery date specified on the Purchase Order may be grounds for the Company to cancel this Purchase Order without further obligation to the Company. Vendor shall notify the Company promptly of any conditions affecting compliance with the delivery date. The Company may, at its sole option, accept or reject deliveries that vary from the specified delivery date or quantities, except for partial shipments authorized in writing by the Company.

1.4 **TITLE AND RISK OF LOSS.** Title and risk of loss or damage to the Materials shall pass to the Company upon delivery to the designated Company location. Title shall be free and clear of any and all liens and encumbrances. Vendor, for itself and for all other persons performing any labor and/or furnishing any materials hereunder, hereby waives the right to file mechanics' or other liens for or on account of the labor performed or the materials furnished. Vendor shall, upon request of the Company at any time, including as a condition precedent to final payment, deliver to the Company a satisfactory release or waiver of all liens arising hereunder.

1.5 **PACKAGING.** Materials shall be packaged and shipped in accordance with good shipping practices. All items or their containers shall be piece-marked with a material code or description, Purchase Order number and release number, if available. Items disassembled for shipment shall be match-marked. Unpainted surfaces and openings shall be protected from impact and weather damage.

2.1 **ACCEPTANCE.** The Company reserves the right to inspect or test the Materials or Services for acceptance within a reasonable period after delivery to the designated Company location. If such inspections or tests show the Materials or Services, or any part thereof, not to be as specified, the Company may reject such Materials or Services and the Vendor shall promptly correct or replace such Materials or re-perform such Services at Vendor's sole expense, or, at the Company's option: (a) the Company and Vendor may mutually agree in writing to a new price for such Materials or Services; (b) the Vendor shall issue a refund to the Company for monies paid; and/or (c) the Company may cancel this Purchase Order in whole or in part without any further liability for the cancelled portion. Acceptance tests and/or inspections by the Company shall not be construed to limit in any way the Vendor's warranty obligations hereunder.

2.2 ACCEPTANCE OF SUPPLIER CODE OF CONDUCT. All vendors are expected to agree to and accept Aqua's Supplier Code of Conduct. Vendors can find this Code of Conduct at Aqua's website <https://www.aquaamerica.com/about-aqua/purchasing.aspx>

3.1 **PAYMENT.** Invoices shall be paid within thirty days after the date of acceptance of the Materials or Services or receipt of Vendor's invoice, whichever is later, and any discount period shall run from such date. For any portion of the Materials or Services that does not conform to the requirements of the Purchase Order, a corresponding portion of the price may be withheld until such nonconformance is corrected. Payment does not waive the Company's right to inspect and accept the Materials or Services, nor shall the withholding of any payment or portion thereof preclude the Company from pursuing any other rights or remedies it may have under this Purchase Order, or in law or equity. All invoices shall include the Purchase Order number and, if applicable, the Company's release number. Invoices shall separately identify sales or use taxes, where applicable, and any authorized prepaid freight. Invoices shall separately identify sales or use taxes, where applicable, and any authorized prepaid freight charges. Except for sales and use charges, the Purchase Order price for the Materials or Services is inclusive of all taxes, fees, excises and charges, which are now or hereafter imposed by any governmental authority.

4.1 **COMPLIANCE WITH LAW.** The Vendor shall comply with all federal and state laws, ordinances and regulations in effect as of the date of acceptance of the Materials or Services by the Company. This Purchase Order shall be governed and construed under the laws of the Commonwealth of Pennsylvania as if executed and wholly performed therein. The Vendor agrees to comply with the provisions of 29 CFR part 470.

5.1 **INTELLECTUAL PROPERTY.** The Vendor shall pay all royalties and license fees and shall defend and save the Company harmless from any and all suits, claims or expenses whatsoever arising out of or in connection with the infringement or violation of any other person's intellectual property rights with respect to the Materials or Services, and the Company's use thereof.

6.1 **NONDISCRIMINATION.** The Vendor agrees, unless exempt, to comply with its applicable affirmative action and minority and women-owned business obligations, including Executive Order 11246 and the applicable federal regulations pertaining thereto as well as the Equal Opportunity Clause (41 C.F.R. 60-1.4), the Affirmative Action Clause for Handicapped Workers (41 C.F.R. 60-741.4), and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41 C.F.R. 60-250.4), all of which are incorporated by reference. The Vendor further agrees, unless exempt, to comply with the Pennsylvania Nondiscrimination Clause (PA Code 48.101(D)) which is incorporated by reference.

7.1 **INDEMNIFICATION.** The Vendor agrees to indemnify, hold harmless and defend the Company, and its officers, employees and representatives from and against any claim, demand, cause of action, loss, expense or liability arising by reason of: (a) any claim by governmental authorities or others (including the suppliers and subcontractors of Vendor, or any of its or their employees) of any actual or asserted failure of the Vendor to comply in any applicable law, ordinance or regulation; (b) any injury to or death of persons (including the employees of the Company or Vendor, its suppliers or subcontractors) or damage to or loss of property (including the property of the Company) arising directly or indirectly out of the acts or omission of Vendor, its suppliers or subcontractors, irrespective of whether the Company was concurrently negligent, either actively or passively, but excepting where the injury or death of persons or damage or loss of property was caused by the sole negligence or willful misconduct of the Company; and (c) any actual or alleged contamination, pollution, or public or private nuisance arising directly or indirectly out of the acts or omissions of Vendor or its suppliers or subcontractors.

8.1 **MISCELLANEOUS.** No right, interest or obligation of the Vendor hereunder shall be assigned or delegated without the prior written consent of the Company and any attempted assignment or delegations without such consent shall be void. If the Vendor enters into any voluntary or involuntary receivership, bankruptcy or insolvency proceedings, this Purchase Order may be cancelled, at the Company's option, upon five days written notice to Vendor. The failure of the Company to enforce any of the terms and conditions, or to exercise any right or privilege, hereunder shall not be construed as a waiver thereof. No waiver shall be valid unless expressly stated to be a waiver in writing by the Company. This Purchase Order and the documents incorporated by reference herein contains the entire agreement and understanding between the Company and Vendor as to the subject matter hereof, and merges and supersedes all prior agreements, commitments, representations and discussions between the Company and Vendor with respect thereto. No modification of this Purchase Order or any Special Terms and Conditions made a part hereof will be binding on the Company unless in writing and signed by the Company.