



## TERMS AND CONDITIONS

1. All items will conform to the requirements of REA Bulletin 43-5 "List of Materials Acceptable for Use on Systems of REA Electrification Borrowers" and other associated specifications.
2. We reserve the right to accept or reject all or any part of any quotation.
3. **Quotes are to include cost, lead time, warranty, manufacturer's name and payment terms.** Furnish all information concerning exceptions, conditions, options, discounts or anticipated delivery problems.
4. No changes or substitutes will be accepted without prior approval. Detail all training, fees and compensation and indicate the basis for all charges. Indicate your ability to support all equipment and/or software and the lifecycle of software.
5. It is agreed that prices quoted are to remain firm through delivery.
6. F.O.B. WREC unless noted on the purchase order. No charge will be allowed for packing or cartage (freight) unless designated on the order. If shipping common carrier, freight is to be listed separately on invoices. At our option, we elect for you to arrange transportation and delivery unless otherwise agreed in writing.
7. Deliveries to be made with fork lift access from ground. Enclosed truck only with pre-approval.
8. No late quotes, incomplete quotes or quotes not in accordance with the given specifications and instructions will be accepted. Quotes may be emailed, mailed or faxed to the purchasing department.
9. Invitation to bid does not constitute vendor pre-approval.
10. We reserve the right to cancel an order or any portion of same if delivery is not made when and as specified and charge seller for any loss entailed.
11. All material furnished must be as specified and will be subject to inspection and approval of buyer after delivery. An order must not be filled at different quantities, specifications or prices than indicated on the order without the authority of the buyer.
12. The right is reserved to reject and return at the risk and expense of the supplier such portion of any shipment which may be defective or fail to comply with specifications without invalidating the remainder of the order. If rejected, it will be held for a disposition at expense and risk of the seller.
13. All new vendors are to provide a user's list for products, references, safety record, company history and experience. Provide evidence that your company is in good standing and qualified to conduct business in Florida.
14. **Vendor shall maintain, at its sole expense, insurance coverage not less than:**
  - Comprehensive General Liability \$1,000,000
  - Comprehensive Automobile Liability \$1,000,000
  - Worker's Compensation as required by State Statutes
  - Umbrella Liability \$3,000,000 (may be waived for minor projects)
  - WREC is to be named as additional insured on all insurance documents.
15. **Vendor is to provide the Certificate of Insurance and forward updates as needed.**
16. Work and products shall comply with all applicable regulatory requirements and laws.
17. Site contractors are responsible for safely receiving and storing all material and equipment for the site whether provided by the contractor or others. Any material or equipment received by the contractor is then the sole responsibility of the contractor until the site is deemed accepted for its intended use. The contractor will provide all labor, tools, equipment, transportation and supervision to fully execute the work.
18. All personnel are to maintain professional work standards and safe and lawful work practices.
19. If using a subcontractor, vendor must notify the buyer in advance of work.
20. Except as otherwise noted, all of the articles, materials, and supplies furnished, if manufactured articles, materials, and supplies, have been mined or produced in the United States, Canada, or Mexico and if manufactured in these countries, substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States, Canada, or Mexico. Merchandise ordered must conform to the Government's North America Free Trade Agreement Implementation Act.
21. W.R.E.C., Inc. is an Equal Opportunity Employer and subscribes to and has in effect an Affirmative Action Program as set forth in Section 202 of Executive Order Number 11245.
22. Receipt of an order constitutes acceptance of all terms and conditions herein unless noted in writing within ten days.

Email all invoices to [acctspay@wrec.net](mailto:acctspay@wrec.net). Include purchase order number on all documents.

Rv 11/2023