

TOWN OF WATERTOWN AUDITORS OFFICE 149 MAIN STREET WATERTOWN, MA

02472

Retain this purchase order for proof of tax exemption. Tax Exempt #046-001-340

V e n d o r

RIDGELINE ENERGY ANALYTICS, INC. 179 GREAT ROAD #366 STOW, MA 01775

Purchase Order

Fiscal Year 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

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02201383-00

Delivery must be made within doors of specified destination.

TOWN OF WATERTOWN AUDITORS OFFICE 149 MAIN STREET WATERTOWN, MA 02472

| Vendor Ph | none Number | Vendo | r Fax Num | Requisition Number 00221849 | | | Delivery Reference | | | | | |
|-------------|--|--------|-----------------|-----------------------------|---------------|----------|--------------------|----------|---------------------|----------|----------|----|
| Date Ordere | ed Vendor Nu | ımber | Date Red | quired | d Freight Met | | hod/Terms | | Department/Location | | | |
| 09/07/21 | 04461 | 044617 | | | | | | | 0135 TOWN AUDITOR | | | OR |
| Item# | Descri | | iption/Part No. | | | Jnit/Qty | Cost Each | | Extended Price | | Price | |
| | CUNNIFF ELEN | | | SYSTE | M | | 1.00 EACH | | 30.0000 | 0 4 | 1,330.00 | |
| | | | | | | | | PO Total | | 4,330.00 | | |
| | ***** General Ledger Summary Section **** Account 50405-580004 | | | | | | • | | ount 330.00 | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

★ Important: Read terms and conditions provided as part of this purchase order When complete shipment is made, mail your invoice itemizing all charges to the Bill To address above.



Purchase Order # 02201383-00

Terms and Conditions

PACKING: No charge will be allowed for packing, boxing, or cartage unless so stipulated herein, but damage to any goods not packed to insure proper protection, if accepted by Buyer, will be charged to Seller. A packing list bearing shipper's name, address, contents and purchase order number must be placed in each container. Buyer's count will be accepted as final and conclusive on all shipments not accompanied by such packing list. All returnable containers must be billed on separate memo invoice subject to return in good condition within a reasonable time, transportation charges collect.

INSURANCE: With respect to goods purchased f.o.b. shipping point, Seller must not insure parcel post shipments nor declare, for Buyer's account, a valuation of more than \$50.00 on any express shipment of one hundred pounds or less, no more than 50 cents per pound on any express shipment in excess of one hundred pounds, unless expressly stipulated herein.

QUALITY: Seller expressly warrants that all goods and/or work ordered according to plans, drawings, specifications or sample furnished or approved and accepted by Buyer, which are hereby made a part hereof as if fully set out herein, will conform thereto, or if not so ordered will be merchantable and fit and sufficient for the purpose ordered and in either case will be free from defect in material and workmanship. Unless otherwise specified all goods and/or work furnished hereunder will be subject to final inspection and approval of Buyer within a reasonable time after delivery irrespective of date of payment therefore. The Buyer will upon written notice to Seller withhold any rejected goods at Seller's risk pending its instructions and upon Seller's failure to furnish Buyer with disposition of such goods within reasonable time. Buyer may return them to Seller at the Seller's expense.

DELIVERIES: The failure of any goods and/or work delivered hereunder to meet the quality herein specified or, except to the extent provided in Paragraph 5 hereof, the failure of the Seller to make any delivery in the quantity or within the time specified or to comply with any of the other terms and conditions hereof shall, at the Buyer's option, relieve Buyer of any obligation to accept such goods and/or work and upon any such failure Buyer may place a purchase order elsewhere for an equal or less quantity of goods and/or work of the same or substantially equal quality and charge Seller with any loss so incurred. Any failure of Buyer to exercise such option with respect to any portion of this order shall not constitute a waiver with respect to any undelivered installments.

CONTINGENCIES: In the event of war, fire, flood, accidents, labor troubles, Government act, order or regulation or any other cause or condition beyond the reasonable control of either party hereto interfering with production, transportation or use of the goods and/or work specified herein, the parties hereto shall be excused from performance hereunder proportionately as Seller's ability to produce and/or deliver of Buyer's ability to receive and/or use is reduced by such cause or condition, taking into consideration, however, Seller's stock on hand and its total obligation to make deliveries or Buyer's stock on hand and its total obligations to receive deliveries of goods and/or work of the same or substantially equal quality, as the case may be.

PATENTS: Seller expressly warrants that the goods and/or work to be furnished hereunder, and the production and sale thereof, do not and will not infringe any patent right: the Seller will, at its own expense, defend any suit that may arise in respect thereto, provided Seller is notified thereof, and that Seller will indemnify and hold harmless the Buyer, its successors and assigns, and the customers on any of them, from all loss and expense which may be incurred on account of any such alleged or actual infringement.

PERFORMANCE OF WORK: If this order calls for work to be performed by Seller all work performed and all materials used in connection therewith shall be at the risk and expense of and shall be replaced by Seller in the event of any damage or destruction thereof prior to delivery to and acceptance by Buyer. If this order calls for work to be performed by Seller upon any premises owned or controlled by Buyer, Seller will keep the premises and the work free and clear of all mechanics' liens and will furnish Buyer with certificate and waiver as provided by law. Whenever, Seller shall, by virtue hereof, have in its possession any property belonging to Buyer, Seller shall be deemed an insurer thereof and shall be responsible for its safe return to Buyer. Seller will indemnify, hold harmless and defend Buyer from any and all claims, demands or suits made or brought under the Workman's Compensation Law of the state in which any work is performed hereunder and will, if requested furnish to Buyer a certificate from the Industrial Commission of such state showing that Seller has paid into the state insurance fund the amount of premium determined and fixed by said Commission or a certificate of self-insurance. Seller will also indemnify, save harmless and defend Buyer from all loss an expense for any damage or injury to persons in any manner arising out of or incident to the performance of this order.

NON-ASSIGNABILITY: This order may not be assigned by Seller without the written consent of Buyer.

ENTIRETY: The terms and conditions set forth in this order constitute the entire agreement between the parties hereto and no modification hereof shall be binding unless mutually agreed to in writing. The receipt by Buyer of any quotation form, sales confirmation or other proposal shall not, in the absence of a written acknowledgement by Buyer expressly agreeing to same, have the effect of changing in any manner or adding to the terms and conditions hereof.