

DAVIS COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. **Compliance with Laws.** For the duration of this Agreement, Seller shall:
 - 1.1. Comply with all applicable laws, regulations and ordinances; and
 - 1.2. Maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
2. **Termination.** Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods or before or after Seller's delivery of the Services. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted, if any, and payment for the Services accepted by Buyer prior to the termination, if any.
3. **Waiver.** A right, remedy, power, privilege or otherwise under this Contract is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
4. **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. No assignment or delegation shall relieve the Seller of any of its obligations hereunder.
5. **Independent Contractor.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties.
6. **Governing Law.** This Contract is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah.
7. **Jurisdiction.** Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
8. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the Purchase Order or to such other address that may be designated by the Parties in writing. All Notices shall be delivered by personal delivery, a nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective upon receipt, if delivered personally or by certified or registered mail, or on the next business day if sent by overnight courier.
9. **Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
10. **Survival.** Provisions of these Terms that by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including the following provisions: Warranties, Indemnification, Compliance with Laws, Governing Law, Jurisdiction and Survival.
11. **Amendment.** These Terms and this Agreement may only be amended by a written instrument that is signed by authorized representatives of the parties. Any purported amendment of this Contract that is in violation of this section is void.