

Terms and Conditions for the Purchase of Goods and Services

Unless otherwise agreed to, the following Terms and Conditions shall apply to all purchases made via verbal or numerical Purchase Order.

Terms and Conditions

This purchase order is an offer by The Connecticut Water Company ("CWC" or "Company") for the purchase of the goods or services specified on the face of this purchase order (the "Services") from the party to whom the purchase order is addressed (the "Supplier") in accordance with and subject to these terms and conditions (the "Terms"; together with the terms and conditions on the face of the purchase order, the "Order"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Supplier's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier's general terms and conditions of sale or any other document issued by Supplier in connection with this Order.

These Terms shall be incorporated as part of and apply to the purchases of Services under any Order from CWC to Supplier. This Order is not binding on CWC until Supplier accepts the Order in writing or starts to perform in accordance with the Order. CWC may withdraw the Order at any time before it is accepted by Supplier. ACCEPTANCE OF THE ORDER SHALL CONSTITUTE SUPPLIER'S AGREEMENT TO COMPLY WITH AND BE BOUND BY THESE TERMS. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY QUOTATION, BID, ACKNOWLEDGEMENT, OR OTHER DOCUMENT OF SUPPLIER ARE OBJECTED TO BY CWC AND SHALL NOT BE EFFECTIVE OR BINDING AS TO CWC, UNLESS AGREED IN WRITING AND SIGNED BY AN OFFICER OF CWC.

Terms of Payment

Payment terms are Net thirty (30) from CWC's receipt of invoice unless alternate payment arrangements have been made. CWC will not accept C.O.D. shipments or pay any penalties. Amounts otherwise payable to Supplier are subject to deduction or set-off by CWC by reason of any counterclaim arising out of this or any other transaction with Supplier. All invoices are subject to correction for errors by CWC.

Termination for Convenience

CWC may, at its sole discretion, upon not less than thirty (30) calendar days advance written notice to the other Party, terminate an Order for any reason at any time.

Confidential Information

All non-public, confidential or proprietary information of CWC, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by CWC to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by CWC in writing. Upon CWC's request, Supplier shall promptly return all documents and other materials received from CWC. CWC shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) rightfully known to the Supplier on a non-confidential basis at the time of disclosure; or (c) rightfully obtained by the Supplier on a non-confidential basis from a third party.

Warranty

Supplier warrants to CWC that the Services provided pursuant to an Order will be delivered to CWC free and clear of any claim, lien or encumbrance of any third party; will be free from defects in materials or workmanship; will be merchantable; will be suitable for the use intended where Supplier knows or should know of such use; and will conform to applicable specifications, drawings, samples or other descriptions provided to CWC, and, if such Services are by Supplier's design, will be free from design defects. Supplier warrants that such items are in complete and strict compliance with the provisions of the Occupational Safety and Health Act, as amended, and all regulations issued pursuant thereto, as well as any state or local laws or regulations pertaining to safety requirements. The foregoing warranties are in addition to all other warranties, express, implied or statutory. All warranties will survive inspection, test acceptance and use.

Compliance with Laws, Regulations and Policies and Procedures of SJW Group and CWC

Supplier warrants that all Services provided hereunder will conform to all applicable city, state, and federal laws ordinances and regulations. Supplier will comply with all applicable federal, state and/or local laws and regulations relating to hazardous substances, and containers for such substances will be clearly labeled with the chemical or common name (or trade name if no common name exists), hazard warning as to the specific nature of hazard arising from the substance in the container, and the name, address and telephone number of the manufacturer of such substance. During the performance of the Order, Supplier will (i) maintain policies and procedures ("Policies") consistent with the SJW Group Code of Conduct (available on the SJW Group website) and other applicable policies posted on CWC and its parent company's website or otherwise made available to Supplier, and (ii) comply and cause any and all subcontractors to comply with such Policies. Nothing in this paragraph requires CWC to develop policies and procedures or to provide policies and procedures to Supplier. CWC may periodically survey Supplier to confirm that it is in compliance with this provision.

Inspection

Payment for Services will not constitute acceptance of such Services. Services are subject to inspection by CWC. In addition to any other rights or remedies, CWC may: (1) reject any or all defective or nonconforming goods and goods supplied in excess of quantities called for in an Order, in each case at Supplier's expense (including incidental expenses and damages), (2) require replacement of goods with defects or nonconformities not apparent on examination; and/or (3) inspect the provision and result of services provided by Supplier and to reject any which are unacceptable, in which case Supplier will provide such services again at Supplier's expense and at an acceptable level. Nothing in an Order will relieve Supplier from any obligations of testing, inspection or quality control which it may otherwise have.

Indemnification

To the maximum extent allowed by law, Supplier agrees to indemnify, hold harmless and defend CWC, its subsidiaries, SJW Group, and each of their directors, officers, shareholders, employees and agents (collectively, "Indemnitees") from and against any and all losses, claims, demands, damages, costs and liabilities or expense (including without limitation attorneys' fees and other expenses) by reason of (i) any breach by Supplier of its obligations under this Order; (ii) failure of any Services provided pursuant to this Order to conform to Supplier's warranties or by reason of any other defects; (iii) any actual or alleged infringement of any patent, trademark, copyright, trade secret, or other proprietary right of any third party by reason of the manufacture, sale, or use of the Services covered by this Order; (iv) personal injury, death, or property damage allegedly sustained by any person(s) resulting from the Services covered by this Order; or (v) any failure of Services covered by this Order to comply with the provisions of applicable law. Supplier shall not be liable for any damages to the extent caused by CWC's negligence in any manner connected with the Services provided.

Further, Supplier waives all rights against Indemnitees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation, professional liability and employer's liability insurance maintained by Supplier in accordance with the requirements provided by CWC.

Changes or Delays

CWC may at any time make changes in drawings, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes result in an increase or decrease in the cost or the time required for the performance, an equitable adjustment will be made and this Order will be modified in writing accordingly. Supplier agrees to accept any such changes subject to this Section. CWC may delay delivery of acceptance of Services provided pursuant to this Order due to causes beyond its control or reasons of convenience. Supplier will hold such goods and delay the performance of such Services at CWC's direction and will deliver them when the reason for delay has been removed. CWC will be responsible only for Supplier's direct additional costs in holding the goods or delaying performance of the Services at CWC's request.

Limitations on Liability

IN NO EVENT SHALL CWC BE LIABLE TO THE SUPPLIER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE LOSS, DAMAGE OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS OR LOST SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. NOTWITHSTANDING THE FOREGOING, THERE SHALL BE NO LIMITATION ON THE SUPPLIER'S LIABILITY FOR CLAIMS: A) ARISING OUT OF A BREACH OF SUPPLIER'S CONFIDENTIALITY OBLIGATIONS UNDER THESE TERMS: B) ARISING OUT OF SUPPLIER'S INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS: C) MADE FOR BODILY INJURY, DEATH OR DAMAGE TO REAL OR PERSONAL PROPERTY; OR D) RESULTING FROM SUPPLIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF CWC AS TO THE SERVICES DELIVERED UNDER THIS ORDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

Insurance

At all times during the Term of engagement with CWC, Supplier shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage naming CWC, SJW Group, and CWC's subsidiaries as additional insureds on a primary and non-contributory basis on all lines including waiver of subrogation:

Worker's Compensation	As prescribed by statute or other jurisdiction in which work is to be performed
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury, property damage, personal injury, blanket contractual liability, product liability and completed operations.
Commercial Automobile Liability	\$1,000,000 combined single limit covering all owned, non-owned and hired automobiles, if the use of automobiles is required
Employer's Liability	\$1,000,000 bodily injury each accident \$1,000,000 bodily injury by disease, policy limit \$1,000,000 bodily injury by disease, each employee
Umbrella Liability	\$5,000,000 per claim and annual aggregate

Supplier shall furnish CWC with a certificate of insurance evidencing coverage in such amounts with a minimum thirty (30) day prior written notification to CWC if the policies are to be cancelled.

Independent Contractors

The relationship between the parties is that of independent contractors. Nothing contained in these Terms or an Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Background Check Requirements

Background Check Requirements shall apply to suppliers that provide Services to CWC sites or locations unescorted by a CWC employee. For those suppliers, CWC shall require an affidavit stating that employees providing Services onsite have completed the necessary background check requirements. The requirements; County Criminal Record Search, Driver's License History, Drug Screen Urinalysis, Federal Criminal National, Multi-Jurisdiction Index Search and Social Security Trace Report. CWC does not require submission of results, but verification that the results indicate a reasonable person would be satisfied they could safely perform the requirements of the job. Upon verification, CWC will provide the necessary badge identifying the individual as a trusted Supplier.

All unescorted, trusted vendors and contractors are required to consistently display their Company badge while on Company property or when representing the Company. Badges must be worn in a manner that allow for the quick identification of the Supplier and must be displayed with the photo facing out, on the outside of clothing between the collar and above the waist. If a replacement identification badge is needed or the information on the card has changed, it is the responsibility of the Supplier to notify procurement and administrator of company wide access control immediately.

Smoke-Free Workplace

Smoking is not permitted during and beyond working hours anywhere on the grounds of Company property. Employees, contractors, and visitors cannot smoke during work time including breaks and meal periods on Company property. Littering of tobacco-related products on grounds or parking lots is also prohibited. Smoking is not permitted within personal vehicles parked on company property before and after work or during regularly scheduled work breaks.

"Smoking" is defined as the inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, pipe or other lighted smoking equipment, including e-cigarettes.

Anti-Harassment

CWC is committed to maintaining a work environment free of discrimination. Contractor agrees that in the course of providing Services under these Terms and all Orders, it shall comply with all federal, state and local laws relating to equal opportunity and non-discrimination in employment, including without limitation Conn. Gen. Stat. 46a-54(15)(B) (related to training supervisors in the prevention of sexual harassment); 46a-60 (prohibiting discrimination on the basis of race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability or physical disability and genetic information), and Conn. Gen. Stat. 46a-81(c) (prohibiting discrimination on the basis of sexual orientation).

Safety

The Supplier shall take all necessary and appropriate precautions for the safety of, and shall provide necessary and appropriate protection to prevent damage, injury or loss to all agents, servants, employees or subcontractors of the Supplier involved in the delivery of Services and other persons who may be affected thereby, including without limitation the agents, servants, employees and subcontractors of CWC.

Governing Law

These Terms shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Connecticut. Any legal suit, action or proceeding arising out of or related to these Terms, an Order, or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Connecticut in each case located in the city of Hartford and County of Hartford, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these Terms or the transactions contemplated hereby.