

MTS' Supplemental Terms and Conditions

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1. **Notice.** Notice is properly given when: Delivered, if delivered in person; Sent, if transmitted by facsimile or email; or Deposited with proper postage, when sent via USPS or another common carrier.
2. **Waiver.** No instance of waiver of claim or right by a party arising out of a breach of this PO or any signed contract shall constitute waiver of additional claims or rights by that party.
3. **Promotional Advertising / News Releases.** Seller shall not disseminate the subject matter of any PO without prior MTS consent, except as is necessary for the performance of the PO. Seller agrees that they will not use any promotional or marketing material which states expressly or impliedly that MTS endorses either the Seller or any party related to the Seller with respect to its products, services or performance related to the PO. News releases pertaining to this PO shall not be made without prior approval of MTS. Release of broadcast e-mails pertaining to this PO shall not be made without prior written authorization of MTS.
4. **Total Liability.** MTS shall not be bound by any provision that attempts to limit, define or eliminate the liability of Seller to MTS, including provisions that limit the type of damages MTS may claim or that amount of damages that MTS may recover. Such liability shall be determined by applicable law (the Uniform Commercial Code or such other substantive law as may apply).
5. **Independent Capacity of Contractor:** Both parties agree and stipulate that in performing any MTS PO, the Seller is acting as an Independent Contractor and no relationship of employer and employee, partnership or joint venture is created. Seller and its employees or agents are not employees of MTS and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Seller shall not have any authority to enter into any binding contract or agreement on behalf of MTS and shall not represent to anyone that Seller has such authority.
6. **Reports.** Seller shall provide reports requested by MTS at mutually agreed-upon intervals.
7. **Record and Audit:** MTS or Milwaukee County reserves the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Seller or its subcontractors related to this PO. The Seller and subcontractor shall retain documents for 3 and 7 years after final payment for POs funded respectively with federal or County funds.
8. **Flow Down:** Seller agrees to flow down all terms and conditions of this PO to lower tier subcontractors. Seller shall be responsible for subcontractors' performance as well as subcontractors' acts and omissions.
9. **Irreparable Harm.** It is mutually agreed that Seller's breach of this PO will result in irreparable and continuing damage to MTS for which money damages may not provide adequate relief. MTS reserves the right to seek injunctive relief in addition to any remedies otherwise available at to it under law or equity.
10. **Intellectual Property of MTS.** Seller acknowledges and agrees that this PO does not grant Seller any intellectual property rights to MTS' or its employees' intellectual property, including but not limited to copyrights, trademarks, patents, inventions, and know-how.
11. **Confidential Information.** Any information provided by a party to the other party pursuant to an MTS PO which a reasonable person would consider to be confidential ("Confidential Information") shall be treated as such by the receiving party and afforded all the protections applied to the receiving party's own confidential information, but in no event less than industry standard protections. The receiving party shall return to the disclosing party all of the disclosing party's Confidential Information in the receiving party's possession, and/or shall permanently destroy the same and provide certification of such destruction to the disclosing party. The receiving party shall be permitted to keep one copy of the Confidential Information upon written permission from the disclosing party or if required to do so by law. The receiving party shall protect any such Confidential Information kept by it pursuant to this section as it does its own confidential information, but no less than what is industry standard.
12. **MTS Orders.** All orders placed by MTS shall receive contracted pricing. Seller represents and warrants that the prices Seller charges MTS do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.
13. **Refund of Credits:** Seller agrees to refunds any credits resulting from the order which MTS determines cannot be applied to future invoices within 60 days.
14. **Compliance with Laws.** Seller shall comply with all applicable federal, state, and local laws, rules, regulations, and orders and MTS rules in fulfilling this PO, including Milwaukee County Ordinances section 56.147 (non-discrimination), Chapter 111 (minimum wage) and Chapter 42 (Disadvantaged Business Enterprises). Violation of 56.147 will be cause for termination. Upon request, Seller shall verify in writing that the Articles were produced in compliance with and meet all applicable requirements and standards of the Fair Labor Standards Act and the regulations and orders of the U.S. Department of Labor issued thereunder and the Occupational Health and Safety Act, and applicable affirmative action laws.
15. **Assignment.** Neither party shall assign this PO or any interest herein without the other party's prior written consent. Seller shall not subcontract any of the services to be provided under this PO without the prior written approval of MTS.
16. **Debarred Contractors.** MTS reserves the right to cancel the PO if the Seller is a federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
17. **Non-Conviction for Bribery.** Seller acknowledges none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.
18. **Ethics.** Seller shall not hire, retain or utilize for compensation any member, officer, or employee of Milwaukee County or MTS or any person who, to the knowledge of Seller, has a conflict of interest.