

Terms and Conditions

Parties	This Purchase Order ("Order") is between Southwest Gas Corporation ("Buyer") and the firm, person, corporation, or business entity providing the goods and/or performing the services specified in this Order ("Seller").
Contract Formation	By this Order, Buyer offers to enter into a contract with Seller solely upon the terms and conditions stated herein. Acceptance of this Order is expressly conditioned on Seller's assent to the terms and conditions of this Order. Any additional or different terms proposed by Seller in any purchase order, acknowledgement, acceptance or other document are hereby rejected. If Seller has made a prior offer with respect to goods and/or services covered by this Order, such offer is expressly rejected.
Changes	Seller shall notify Buyer immediately if this Order cannot be filled as specified. Seller shall not substitute any goods or services for those specified on the face of this Order without Buyer's prior written consent.
Identification	The Order number must appear on all invoices, packages, shipping documents and correspondence. Each delivery of goods must be accompanied by an itemized packing list (not an invoice) bearing the Order number. All goods shall be delivered to the address specified in this Order during Buyer's normal business hours or as otherwise instructed in writing by Buyer.
Title	Title to the goods purchased by Buyer hereunder shall pass to Buyer at the point of shipment if shipment is F.O.B. point of origin. If shipment is F.O.B. destination, title to the goods shall pass to Buyer upon Buyer's receipt of the goods.
Invoicing	An invoice for each delivery of goods and performance of services hereunder must be furnished with the Order number plainly marked thereon. All invoices must be mailed to Corporate Accounts Payable, LVD-405, P.O. Box 98510, Las Vegas, Nevada 89193-8510, immediately after delivery of goods or performance of services.
Packaging	No charge for boxing, packaging, dunnage or cartage will be allowed or paid by Buyer unless otherwise expressly stated on the face of this Order.
Inspection	All goods and services are subject to inspection, test and approval at the destination by Buyer, notwithstanding prior payments or inspections at the source. Buyer shall have the right to inspect the manufacture and testing of all goods at Seller's factory. Buyer, without limitation to its other rights under this Order, may reject any goods and/or services which contain defective material or workmanship, do not meet the specifications, or otherwise do not conform with this Order. Rejected goods and/or services will be returned to Seller at Seller's risk and expense. Acceptance of any goods and/or services shall not be deemed to alter or affect Seller's obligations or Buyer's rights and remedies under any other provision of this Order. Quantities of goods in excess of that shown in this Order, if rejected, will be returned to Seller at Seller's risk and expense. Any excess quantities of goods which Buyer accepts shall be at the Order price.
Patent Indemnity	Seller expressly warrants against any violation or infringement of any copyright, trademark, trade name, patent or related property right in the manufacture, production or sale of goods and/or performance of services hereunder. Seller agrees to defend, at Seller's expense, indemnify and hold harmless Buyer, and Buyer's directors, officers, employees, and agents from and against any claim, demand, expense, liability or suit alleging infringement of any patent, copyright, trade name or trademark based upon the manufacture, sale, use or disposition of goods and/or performance of services supplied hereunder. If any such infringement is found, and without limiting any of Buyer's rights and remedies available by law, Seller shall refund the full price of the goods and/or services to Buyer, and Seller shall be liable to Buyer for the original installation cost, transportation charges and cost of removal of any infringing property.
Warranty	In addition to Seller's customary warranties and the warranties implied by law, Seller expressly warrants that the goods and/or services will (a) be new with free and clear title to all goods purchased hereunder; (b) be merchantable and free from defects in design, material and workmanship; (c) conform to all specifications, descriptions, drawings and samples; and (d) be safe and fit for the purpose for which the goods are intended by Buyer and for which goods of that kind are normally used. Seller agrees to promptly repair or replace any defective goods and to reperform any services which do not, in all respects, conform to the foregoing warranties, when notified of such nonconformity by Buyer. All costs and expenses associated with access to or repair or replacement of defective goods and/or reperformance of any services, including all transportation costs, shall be paid by Seller and Buyer may charge Seller for all expenses of unpacking, examining, repacking and reshipping any defective rejected goods or services. In the event Seller fails to promptly correct such defects or replace nonconforming goods or to reperform nonconforming services, Buyer may, after reasonable notice to Seller, make such corrections or replace such goods or reperform such services and charge Seller for the cost incurred by Buyer in doing so. Buyer's continued use of any defective goods and/or services pending their repair, replacement or reperformance shall not constitute a waiver of Buyer's rights under this Order. The foregoing warranties shall inure to the benefit of Buyer, its successors, assigns, customers, and other users of Seller's goods and services.
Material Safety Data Sheet (MSDS) Request	As a material provision of this Order and in accordance with OSHA 29 CFR part 1910.1200(g)(7), Seller shall provide each Ship To Location the most current MSDS with the initial shipment to that location for each product for which an MSDS has been prepared by the manufacturer. Upon revision of the MSDS by the products manufacturer, a copy of the new MSDS must be provided with the first shipment to each Ship To Location following the revision. Whenever this Order requires Seller to provide an MSDS or revised MSDS with a shipment, Seller shall also mail a copy of the MSDS or the revised MSDS to the following address indicating the Order number and the specific location to which the shipment was delivered: Risk Management, LVD-120, PO. Box 98510, Las Vegas, Nevada 89193-8510
Time of Performance	Time is of the essence in the performance of this Order and Buyer reserves the right to cancel this Order, or any portion thereof, without penalty, in the event deliveries are not made or services performed within the time(s) specified herein.
Taxes	Seller agrees to pay all applicable taxes imposed by government authorities in the manufacture, production and sale of goods and performance of services hereunder. Seller's invoices shall properly identify applicable Arizona, California or Nevada taxes and separately state the amount of such tax and any other charge which is excludable from such tax.
Permits	Seller agrees to procure, at its expense, all permits and licenses necessary for performance hereunder.
Indemnity	Seller agrees to indemnify, defend and hold harmless Buyer, and Buyer's directors, officers, employees and agents, from and against all demands, claims, suits, costs, liabilities and expenses, including reasonable attorney and professional fees and costs, in any way arising from or resulting from the goods and/or services or Seller's performance under this Order, excepting only such liability for damage arising or resulting from the sole negligence or willful misconduct of Buyer, Buyer's agents or employees.
Assignment	This Order may not be assigned or subcontracted, in whole or in part, nor may Seller make any assignment of any money due or to become due hereunder without, in each case, Buyer's prior written consent.
Compliance with Applicable Law and Venue	Seller represents and warrants that it has complied with all applicable laws, rules, regulations, requirements and ordinances of all governmental authorities, whether federal, state or municipal, having jurisdiction over the production, preparation, manufacture and sale of goods and/or performance of services hereunder. Buyer and Seller agree that this Order is made and executed in the State of Nevada and shall be governed by the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Clark County, Nevada. Each Party hereby consents to the personal jurisdiction of any court of competent subject matter jurisdiction sitting in Clark County, Nevada, and to the service of process in accordance with the laws of the State of Nevada and any rules applicable to any such court.
Cancellation for Convenience	Buyer reserves the right to, at any time, cancel this Order or any part thereof, at its convenience, provided Buyer (a) notifies Seller in writing of such cancellation or (b) issues a change order to confirm notice of cancellation by telephone.
Termination	Buyer shall, at any time, have the right to cancel this Order or any part thereof without penalty or liability if Seller fails to perform or comply with any of the terms or conditions hereof.
Right of Set-Off	Any amounts which become due or payable to Buyer from Seller under this or any other Order or agreement may be set-off by Buyer against any amounts payable or which become payable to Seller by Buyer hereunder, or any other Order or agreement Buyer may have with Seller from time to time.
Non discrimination in Employment	Seller shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, age, national origin, handicap, veterans disability, veterans status, or because any employee or applicant for employment is a member of any other protected class or group as defined by any established law or court of competent jurisdiction. Seller or Contractor further agrees to comply with all applicable federal, state, and local employment, labor and immigration laws, ordinances, rules, regulations, and orders in effect on the date of this Order, including but not limited to Executive Order 11246 of September 24, 1965, as amended, and the orders of the Secretary of Labor pursuant thereto, all of which are hereby incorporated herein by reference.
Small Business Concerns	Unless otherwise exempt, Seller agrees that the provisions of 15 U.S.C., Section 637(d), pertaining to the utilization of small businesses and small businesses owned and controlled by socially and economically disadvantaged individuals, are incorporated herein by reference and are part of this Order if the amount of this purchase is in excess of \$250,000. The subcontracting plan provisions of 15 U.S.C., Section 637(d) are also incorporated by reference and made a part of this Order if the amount of this Order is in excess of \$500,000.
Entire Agreement	This Order constitutes the entire agreement between Buyer and Seller relating to the goods and services covered by this Order and there are no terms, conditions or provisions, either oral or written, between the parties other than those contained herein, and this Order supersedes any and all oral or written understandings between the parties here to relating to the subject matter thereunder. No change to this Order is binding upon Buyer unless it is in writing, specifically stating that it amends this Order and is signed by an authorized representative of Buyer.
Insurance	Insurance shall be maintained without lapse in coverage as of the effective date until the expiration of the applicable warranty period(s) set forth in this Order, including any extension thereto. Seller shall maintain (a) commercial general liability insurance written on an occurrence basis in the amount of not less than \$1,000,000 per occurrence, (b) statutory workers' compensation insurance coverage in an amount not less than the statutory minimums for where the work is performed, and (c) employer's liability coverage in an amount of not less than \$1,000,000 per accident and per employee for disease. In addition to the foregoing, in the event that the Order involves natural gas carrying, controlling or associated items, then Seller shall maintain commercial general liability insurance written on an occurrence basis in the amount of not less than \$3,000,000 per occurrence and, on or before this Order's effective date and thereafter upon Buyer's request, Seller shall provide Buyer with current certificates of insurance and all renewals thereof, and all endorsements required by this Section, in each case, executed by an authorized representative of each insurer. In the event that Seller is providing delivery services associated with the Order, then Seller shall maintain automobile liability insurance (including coverage for owned and non-owned automobiles) in the amount of not less than \$1,000,000 combined single limit per any one occurrence. Seller shall ensure that the foregoing policies, and any policies providing coverage excess of the foregoing policies, (1) shall include a waiver of subrogation in favor of Buyer, (2) shall provide that coverage is primary for all purposes and Seller shall not seek any contribution from any insurance or self-insurance maintained by Buyer, (3) shall provide that Seller will be solely responsible for any deductible or self-insured retention under the required insurance policies, and (4) shall name Buyer as an additional insured by applicable endorsement for all policies except workers' compensation. The foregoing insurance requirements do not limit the amount or scope of liability of Seller under this Order. Buyer may withhold payment until provided satisfactory proof of insurance.
Attorney's fees	Seller shall pay all costs and expenses, including reasonable attorney's fees, incurred by Buyer to enforce the terms and conditions of this Order.
Independent Contractor	Where this Order involves rendering labor or services to Buyer, Seller shall undertake the work as an independent contractor at its sole risk and shall protect, indemnify, defend and hold harmless Buyer, its directors, officers, employees and agents from and against any and all claims and causes of action arising out of or resulting from prosecution of the work by Seller, its contractors, subcontractors and their respective employees or agents.
Waiver of Mechanic's Lien	Seller agrees that no mechanics liens whatsoever shall be filed against Buyer or Buyer's premises by Seller or any contractor or subcontractor for the supply of any labor, material or both in the performance of the work under this Order and the right to such lien is hereby waived.
Buyer's Code of Conduct	Seller acknowledges that it must read, understand and comply, to the extent applicable, with Buyer's Code of Business Conduct & Ethics (Code) when performing work for, or when transacting business with Buyer. The Code may be found at https://www.swgas.com/code-of-business-conduct-and-ethics