CAW Purchase Order Terms & Conditions
Effective June 15, 2026

1. **Agreement:** The Purchase Order ("PO") represents the entire agreement between Central Arkansas Water ("CAW") and the Vendor listed and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. In the event of a conflict between the terms and conditions of this PO and any amendment thereto, the PO shall govern and control. Notwithstanding the foregoing, the provisions of this PO will not supersede any provisions of any other previously written agreement that is currently in effect between the parties that govern the provision of the goods or services that are the subject of this PO. Acceptance of this PO by Vendor, or shipment of any part, will constitute an agreement to all PO specifications as to terms, delivery, and prices. This PO may be accepted by delivery of the goods or services on or before the specified delivery date. This PO is limited to the terms and conditions specified herein, and if applicable, specified in CAW's written agreement with Vendor.

2. **Price:** Pricing must be in accordance with Vendor's quote for the goods/products or services unless a price reduction is offered. CAW has the right to reject Vendor invoices that reflect pricing that is higher than the price quoted by the Vendor and specified in this PO. If Vendor determines that prices will be higher than originally quoted, the increased pricing must be approved in writing by CAW before shipment of the goods or products or delivery of services. Any increase in price of materials or components provided by Vendor from tariffs and not the fault of Vendor will not be considered unless Vendor supplies strict proof of increased costs paid by Vendor. In the event of such price increases, CAW reserves the right to refuse the extra costs if Vendor cannot supply strict proof of payment of tariffs. If Vendor delays execution of the contract, resulting in price increases, those price increases will be borne by the Vendor.

3. **Quantities:** Quantities of goods or services ordered may not be changed without prior written approval of CAW.

4. **Packaging and Shipping:** Packing slips must accompany all shipments. All shipping containers shall be packed and packaged to: (i) ensure safe arrival to final destination; (ii) secure the lowest transportation costs; (iii) comply with requirements of common carriers; (iv) meet CAW's written instructions; and (v) meet the requirements of all applicable laws, ordinances, rules and regulations. Each package or container shall be marked clearly to show this PO number, ship date, and ship to location.

5. **Delivery:** Unless designated otherwise, all deliveries are F.O.B. Destination to the location designated on this PO. All risk of loss shall remain with Vendor until the goods and services are received and fully accepted by CAW at the applicable destination, in accordance with the terms and conditions of this PO.

6. **Compliance with Laws:** By acceptance of this PO, Vendor warrants to CAW that the goods and services shall be provided, manufactured, shipped, stored, and otherwise handled in strict compliance with all applicable laws, codes, ordinances, regulations, executive orders, and industry standards.

7. **Taxes:** Central Arkansas Water (CAW) agrees to pay all applicable sales tax and shipping cost. To the extent applicable, all invoices must include any tax amounts, listed separately.

8. **Invoices:** Vendor shall issue a separate invoice for each separate shipment. Each invoice shall include: the PO number, quantities shipped, part numbers, description of services/goods, prices, and extended totals. Delays in receipt of goods or services, acceptance of goods or services, or a correct invoice shall be just cause for CAW to withhold payment without losing discount privileges. Cash discounts, if any, shall be computed as commencing with receipt of the invoice or goods or services, whichever is later. Any adjustments in vendor's invoices due to late performance, rejections or other failure to comply with the requirements of this PO may be made by CAW before payment. Payment does not constitute final acceptance.

9. **Inspection:** CAW shall have the right to inspect and test the goods or services ordered at any time, including during the manufacture and construction, or preparation, notwithstanding any prior payment or inspection. Defective goods or services not in compliance with CAW's drawings, specifications or standards may at any time be rejected even though such goods or services may have previously been inspected and accepted. Nothing contained herein shall relieve in any way Vendor from the obligation of testing, inspection, and quality control. Payment for goods or services prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims CAW may have against Vendor or any other party.

10. **Performance:** CAW shall have the right to cancel all or part of this order if not delivered within the time specified. Vendor must promptly advise CAW of any delay in performance, including notice regarding any goods placed under backorder. Vendor's performance is not deemed completed until the goods or services have been accepted

by CAW.

11. **Force Majeure:** In the event of interruption of business in whole or in part by reason of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action, or any causes beyond our control, CAW shall have the option of canceling undelivered orders in whole or part. Neither CAW nor the vendor will be liable for any delay, failure in performance, loss, or damage due to fire, explosion, cable/fiber cuts, power blackout, earthquake, flood, embargo, acts of civil or military authority, war, terrorism, acts of God, acts of public enemy, acts of regulatory or governmental agencies, delays from third parties deterring the vendor from obtaining necessary licensing/construction permits/right of ways, or other causes beyond such party's reasonable control.

12. **Governing Law:** This PO shall be governed and construed in accordance with Arkansas law. In the event of any legal action to enforce or interpret the contract, the sole and exclusive venue shall be a court of competent jurisdiction in Pulaski County, Arkansas. The statute of limitations and CAW's rights and defenses under Arkansas law shall not be waived.