

## Buy American Requirements

The Supplier/Contractor acknowledges to and for the benefit of the County of Luzerne that it understands the goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 (ARRA) (or are being made available for a project being funded with monies made available by the federal ARRA) and such law contains provisions commonly known as "Buy American," that requires all of the iron, steel and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Supplier/Contractor pursuant to this Agreement. The Supplier/Contractor hereby represents and warrants to and for the benefit of the Purchaser and the County of Luzerne that (a) the Supplier/Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Supplier/Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the County of Luzerne. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Supplier/Contractor shall permit the Purchaser or the County of Luzerne to recover as damages against the Supplier/Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or the County of Luzerne resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the County of Luzerne or any damages owed to the County of Luzerne by the Purchaser). While the Supplier/Contractor has no direct contractual privity with the County of Luzerne, as a lender to the Purchaser for the funding of its project, the Purchaser and the Supplier/Contractor agree that the County of Luzerne is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force of effect) shall be amended or waived without the prior written consent of the County of Luzerne.

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Signature/Title

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Print Name

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Company