

Kyrene Elementary School District #28 Purchase Order Terms and Conditions

1. PURCHASE ORDER NUMBER MUST BE MARKED ON ALL PACKAGES AND PACKING LISTS.
2. RENDER INVOICES TO: ACCOUNTS PAYABLE, 8700 S. KYRENE RD, TEMPE, ARIZONA 85284.
3. PRICE INCREASES MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.
4. ALL MERCHANDISE TO BE SHIPPED PREPAID. ANY FREIGHT CHARGES THAT ARE APPLICABLE MUST BE ADDED TO INVOICE.
5. FEDERAL AND STATE INCOME TAX AND EXCISE TAX SHALL BE EXCLUDED. ANY TRANSACTION PRIVILEGE ("SALES") OR USE TAX TO BE PAID BY PURCHASER MUST BE SET FORTH ON SELLER'S INVOICE OR COLLECTION OF THAT TAX FROM PURCHASER IS WAIVED.
6. **WARRANTY:** Seller warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Seller has been informed of the use of the products, Seller also warrants that the items furnished hereunder are suited and appropriate for such use. Seller shall defend, indemnify and hold the Purchaser harmless from any breach of this warranty, and no limitations on Purchaser's remedy in Seller's documents shall operate to reduce this indemnification. Seller shall extend all warranties it receives from its vendors to Purchaser. This warranty is in addition to all warranties contained under the law.
7. **DELIVERY:** Purchaser may delay delivery or acceptance of goods in the event of any unforeseen event. Seller shall hold the goods pending Purchaser's direction, and Purchaser shall be liable only for direct increased costs incurred by the Seller by reason of Purchaser's instructions.
8. **CHANGES:** Purchaser shall have the right to make changes in this order at any time and Seller agrees to accept such changes. In the event such changes result in additional costs, Purchaser shall make an equitable adjustment in the purchase price provided such additional costs are itemized for Purchaser by Seller within (30) days of the change.
9. **PATENT INFRINGEMENT:** Seller agrees to defend, indemnify and hold Purchaser harmless from any patent infringement or similar proceedings which are based on products sold or services provided by the Seller hereunder. Seller shall defend any such suits at its own expense, and Purchaser shall have the right to have such litigation monitored by its own counsel.
10. **ACCEPTANCE:** Payment for the goods delivered and services provided under this order shall not constitute acceptance of such goods or services. Goods and services are deemed accepted only when goods have actually been counted, inspected, and tested by the Purchaser or services completed and found to be in conformance with this order. However, failure to inspect or test by Purchaser shall not relieve the Seller of any responsibilities hereunder.
11. **MODIFICATION/ASSIGNMENT:** This purchase order and any documents referred to on the face hereof constitute the entire agreement between the parties and can only be modified by a writing signed by both parties. No part of this order may be assigned or subcontracted without the prior written approval of Purchaser.
12. **INDEMNIFICATION:** If this order includes work to be performed on Purchaser's premises, Seller agrees to defend, indemnify and hold harmless Purchaser from all loss or damage arising out of such work, to observe the highest safety standards, to maintain adequate insurance which shall be primary and shall pay before any insurance Purchaser may carry, and to furnish evidence of such insurance and name Purchaser as an additional insured at Purchaser's request. Seller shall defend, indemnify and hold harmless Purchaser against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, and from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller and shall survive the termination of this order.
13. **SEVERABILITY:** Purchaser's failure to insist on performance of any of the terms or conditions herein, to exercise any right or privilege, or Purchaser's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
14. **ARIZONA LAW AND DISTRICT POLICIES:** This order and all rights and obligations hereunder shall in all respects be governed by and construed in accordance with the laws of the State of Arizona. Any lawsuit to construe or enforce the provisions hereof shall be brought in the Superior Court for Maricopa County, Arizona. By accepting this purchase order, seller agrees to comply with all applicable District policies and regulations, including, but not limited to those policies concerning the public's conduct on school property.
15. **CONTRACTOR'S EMPLOYMENT ELIGIBILITY:** By accepting this purchase order, seller agrees to comply and maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
16. **TERRORISM COUNTRY DIVESTMENTS:** Seller certifies compliance with A.R.S. § 35-392, the Export Administration Act.
17. **FINGERPRINT & BACKGROUND CHECKS:** By accepting this purchase order, seller agrees to comply with fingerprinting requirement in accordance with A.R.S. § 15-512 unless otherwise exempted.
18. **REGISTERED SEX OFFENDER RESTRICTION:** Pursuant to this order, the Seller agrees by acceptance of this order that no employee of the Seller or a subcontractor of the Seller, who has been adjudicated to be a registered sex offender, will perform work on Purchaser's premises or equipment at any time when Purchaser School District's students are, or are reasonably expected to be present. The Seller agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the Purchaser's discretion.
19. **F.O.B.:** Unless otherwise noted herein, the F.O.B. point shall be Purchaser's location. Seller will bear all risk of loss for all merchandise covered by this order until such merchandise has been delivered to the designated location.
20. **CANCELLATION FOR CONFLICT OF INTEREST:** This agreement is subject to cancellation pursuant to A.R.S. § 38-511.