

DVUSD No. 97 PURCHASE ORDER TERMS AND CONDITIONS

1. **Purchase order number must be marked on all packages and packing lists.**
2. **Render invoices in duplicate to: Accounts Payable, 20402 North 15th Avenue, Phoenix, Arizona, 85027.**
3. **Price increases in excess of 10% must receive prior school district approval.**
4. **All merchandise to be shipped prepaid. Any freight that is applicable must be added to invoice.**
5. **Federal excise tax to be excluded.**
6. **All vendors must have a current I.R.S. Form W-9 on file with the district prior to receiving any payments for goods or services provided. A copy of the form W-9 with instructions is available on the I.R.S. website at: <http://www.irs.gov/pub/irs-fill/fw9.pdf>.**
7. **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 indemnify and save 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 received from its vendors to Purchaser. This warranty is in addition to all warranties contained under the law.
8. **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.
9. **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.
10. **Patent infringement:** Seller agrees to hold Purchaser harmless from any patent infringement of similar proceedings which are based on products sold 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.
11. **Acceptance:** Payment for the goods delivered under this order shall not constitute acceptance of such goods. Goods shall only be deemed accepted when they have actually been counted, inspected, and tested by the Purchaser 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.
12. **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.
13. **Indemnification:** If this order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standards, to maintain adequate insurance, and to furnish evidence of such insurance at Purchaser's request. Seller shall defend, indemnify and hold harmless Purchaser against all damages, claims or liabilities and expenses (including attorney's fees) rising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.
14. **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.
15. **Laws of Arizona:** 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.
16. **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.
17. **Registered sex offender notification restriction:** Pursuant to this purchase order, the named vendor agrees by acceptance of the order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender will perform work on district premises or equipment at any time when district students are, or are reasonably expected to be, present. The vendor further 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 District's discretion.
18. **Prohibition on government contracts:**
Business operations in Sudan/Iran: In accordance with A.R.S. § 35-397, Seller shall not have scrutinized business operations in Sudan or Iran.
Terrorism country divestments: In accordance with A.R.S. § 35-391 and § 35-393, Seller certifies compliance with the Export Administration Act A.R.S. § 35-392.
19. By accepting this purchase order, vendor agrees to comply and maintain compliance with FINA, A.R.S. § 41-4401 and A.R.S. § 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.
20. **Fingerprinting:** Seller agrees to comply with fingerprinting requirements in accordance with A.R.S. § 15-512, unless otherwise exempted.
21. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.
22. District will pay invoices within 30 days after receiving/installation of the product, provided we have all appropriate paperwork. If problems occur upon delivery, they will be addressed until resolved, then payment will be issued.