

## PURCHASE ORDER CONDITIONS

1. To insure prompt payment, deliver product to the ship-to address listed on the Purchase Order; and mail invoices in duplicate for each shipment. Invoices not mailed to the bill-to address listed on the Purchase Order may delay payment or become lost.
2. The laws of the State of Arizona, U.S.A. shall govern in connection with the formation, performance and legal enforcement of this Purchase Order and/or Contract, regardless of where the vendor is located. Should vendor's contract or other documentation indicate a jurisdiction other than Arizona, this provision shall supersede such provision, and Arizona shall prevail as the jurisdictional state.
3. "None of the terms, conditions and specifications stated or reference to, in the Purchase Order may be added to, modified, superseded or otherwise altered except in writing, signed by an authorized representative of the Purchasing Department, and sent by the School District to the vendor, and each shipment received by the School District from the vendor shall be deemed to be only upon the terms and conditions contained in this Purchase Order. Notwithstanding any terms and conditions that may be contained in any acknowledgement, invoice form, or other act of vendor and notwithstanding School District Act of accepting or paying for any shipment or similar act of School District.
4. The Purchase Order is an ACCEPTANCE of your OFFER as summarized in your quotation/bid noted herein.
  - a. Please advise buyer immediately if you cannot make complete shipment to arrive on your promised deliver date.
  - b. In the event of VENDOR'S FAILURE to deliver as and when specifically promised, the School District reserves the right to cancel this purchase order, or any part thereof, without prejudice to its other rights, and vendor agrees that the School District may return all or part of any shipment so made and may charge vendor with any loss or expense sustained as a result of such failure to delivery as promised.
5. CASH DISCOUNT PERIOD will start from date of receipt of acceptable invoice or from date of receipt of acceptable merchandise, at destination by authorized School District agent, whichever is the later.
6. This order is made on the following express conditions:
  - a. That GOODS REJECTED due to failure to meet specifications, either when shipped or due to defects or damage in transit may be returned to you for credit, and not be replaced except upon receipt of written instructions from School District.
  - b. That goods are subject to School District inspection on arrival.
  - c. That if price is omitted on Purchase Order, vendor's price will be the lowest prevailing market price.
7. TAX STATEMENT: The School District is required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue in the case of out-of-state vendors (outside of Arizona).
8. TERMINATION: Settlement of Purchase Orders terminated for convenience of the School District, not involving delay or late delivery, may be affected by negotiated agreement. Every effort will be made to reach a fair and prompt settlement.
  - a. Where conflict exists, this School District Purchase Order shall be controlling with respect to the transaction. EACH PURCHASE ORDER IS ACKNOWLEDGED TO BE A SEPARATE CONTRACT AND CAN THEREFORE BE CANCELLED AT ANY TIME
9. Receipt of the merchandise, services or equipment in response to this order can result in authorized payment on the part of the School District. However, it is to be understood that FINAL ACCEPTANCE is dependent upon completion of all applicable required inspection procedures. Should the service rendered or merchandise furnished, fail to meet all inspection requirements, the School District reserves the right to open negotiations with the vendor to permit a mutually acceptable and equitable solution to the transaction
10. To ensure compliance with the terms, conditions and provisions of this contract, the following must be accomplished: All reports, notices and advise of any nature concerning administration of this order or contract prepared by your company for the School District use must be furnished solely to the buyer within the Department of Purchasing for use as applicable.
11. If this contract is for the purchase of merchandise, the minimum warranty shall be the manufacturer's warranty; however, other warranties made by the vendor at the time of purchase shall also apply.

Any implied warranties, merchantabilities, or specified promises made to vendor to buyer shall be considered actual warranties to the extent they may parallel or supersede any manufacturer's warranty.
12. **DELIVERY INSTRUCTIONS:** Unless instructed otherwise by the Chandler Unified School District Purchasing Office, all merchandise pertaining to this order shall be shipped F.O.B. Destination prepaid (with applicable freight added to the invoice) to the **DISTRICT WAREHOUSE LOCATED AT 1225 EAST FRYE ROAD, BLDG B, CHANDLER AZ 85225.**
13. **REGISTERED SEX OFFENDER RESTRICTION.** Pursuant to this order, the named vendor agrees by acceptance of this 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 b acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancelation of the order at the District's discretion.