

Madison School District #38 Purchase Order Terms and Conditions

This order is subject to the following terms and conditions, and by accepting the order, or any part thereof, the Seller agrees to and accepts said terms and conditions.

GENERAL

1. DEFINITIONS: The term Purchaser means Madison School District #38 and the term Seller means the person, firm, or corporation from whom the merchandise or item has been ordered.
2. Buyer means a person who buys or contracts to buy goods on behalf of Madison School District #38 (Purchaser).
3. Purchaser means Madison School District #38.
4. No terms stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser.
5. Seller may not assign this order without Buyers consent.
6. Time is of the essence of this order.

COMPLIANCE

7. No waiver of a breach of any provision or any part of any provision of this order shall constitute a waiver of any other breach of such provision or of any other provisions.
8. Purchaser may at any time insist upon strict compliance with these terms and conditions, notwithstanding any course of dealing or usage of trade to the contrary.
9. Specifically written terms, conditions and instructions relating to advertised bids of Buyer and written offers form Seller take precedence over these printed terms, conditions and instructions where conflict exists and this purchase order form is a part of the contract documents.

INVOICES, PACKING SLIPS

10. Invoices must be itemized, showing quantity, unit price, line item number, labor, material, and state and/or city taxes.
11. Purchase order number must appear on all invoices, packing slips, packages, and correspondence.
12. Seller shall send separate duplicate invoices for each purchase order number.
13. Seller shall enclose one packing slip and mark the package in which the packing slip is enclosed.

SHIPPING AND DELIVERY

14. If Seller cannot ship order without delay, Seller shall immediately notify the Buyer of that fact and of the probable date of delivery.
15. Goods must be shipped as per instructions; otherwise, any extra handling charge will be billed back to Sender.
16. Purchaser will not be responsible for any goods delivered without purchase order.
17. In the event Seller's failure to deliver as and when specified, Purchaser reserves the right to cancel this order or any part thereof without prejudice to its other rights, and seller agrees that Purchaser may return part or any shipment received and may charge Seller with any loss or expense sustained as a result of such failure to deliver.

PRICE

18. Price deviations and substitutions in kind are permitted ONLY with authorization of the Buyer.
19. All goods shall be prepaid to point of destination indicated. Exceptions are subject to the approval of the Buyer.
20. No boxing, packaging or cartage charges will be paid by Purchaser unless specifically authorized in writing.
21. It shall be understood that the cash discount period to Purchaser will date from the receipt of the invoice or the date of the receipt of the goods whichever is the later date.
22. If price is omitted on order, except where order is given in acceptance of quoted prices, it is agreed that Seller's price will be the lowest prevailing market price, and in no event is this order to be filled at higher prices than last previously quoted or charged without Purchaser's written consent.
23. All goods are subject to purchaser's inspection within a reasonable time arrival at the destination of use. If upon inspection any goods are found to be unsatisfactory, defective, or of inferior quality or workmanship, or fail to meet the specifications or any other requirements of this order, Purchaser may return such goods to Seller at Seller's expense. Payment for goods prior to inspection shall not be construed to be an accepted of unsatisfactory, defective, defective or non-conforming goods. Seller shall reimburse Purchaser for any amount paid by Purchaser for such returned goods and for any costs incurred by Purchaser in connection with the delivery or return of such goods.

WARRANTIES

24. Seller warrants that the goods will conform to the description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which they are sold. This warranty is in addition to any express warranty or service guarantee given by Seller to Purchaser.
25. Seller warrants that the goods are free and clear of all liens and encumbrances and that Seller has a good and marketable title to same at the time title passes to purchaser.
26. Seller shall comply with all state, federal, and local laws regulations, or orders applicable to the purchase, manufacturing, processing, construction, instillation, servicing and delivery of the goods. In the event of Failure to comply with applicable laws, regulations, or orders, the Seller shall reimburse the Purchaser for any loss incurred by Seller's failure to comply.
27. In the event any goods sold and delivered here under shall be covered by any patent, copyright or application therefor or other rightful claim of any third person, Seller shall indemnify and hold harmless Purchaser from any and all loss, cost, or expense on account of the use of such goods in violation of rights under such patent, copyright, application or other rightful claim of any third person.

LIABILITY OF SELLER

28. In the event any goods sold and delivered hereunder shall be defective in any respect whatsoever, Seller shall indemnify and hold harmless the Purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection with the use of such goods and/or contributed to by said defective condition.
29. Seller will hold Purchaser harmless from any or all damages or liability arising out of the death or injuries to persons or damage to property proximity caused by the negligence of Seller or his agents, servants or employees.
30. Seller shall be responsible for any and all loss or damage to the goods until delivered to Purchaser at the F.O.B.destination point specified on the face of this order.

STATUTORY REQUIREMENTS

31. This agreement is subject to cancellation pursuant to ARS 38-511.
32. By accepting this purchase order, vendor agrees to comply and maintain compliance with FINA, ARS 41-4401 and ARS 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.
33. Seller certifies compliance with ARS 35-392, the Export Administration Act
34. Seller agrees to comply with ARS 35-391 and ARS 35-393, and therefore has no scrutinized business operation investments in Sudan or Iran.
35. Seller agrees to comply with fingerprinting requirements in accordance with ARS § 15-512 unless otherwise exempted.

REGISTERED SEX OFFENDER NOTIFICATION RESTRICTION

36. Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District's premises at any time without written approval of the District Representative.

Any breach of Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as maybe necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.