



The School District OBJECTS in advance to the inclusion of any additional or different terms proposed by Seller in his acceptance or acknowledgement of this order. The inclusion of such terms by the Seller will be of no significance, such terms will not be conditions or additional terms to this order, and Buyer's acceptance of Seller's goods shall not be deemed as acceptance of such terms. The terms or conditions from a relevant invitation to bid, proposal, or Quote are incorporated herein by this reference. Unless otherwise stated on the face of this order, the following terms and conditions shall apply.

1. **Terms of payment:** Normal terms of payment shall be "Net 30 Days" from receipt of goods and vendors invoice in duplicate. Alternative terms of payment may be considered when in the best interest of the School District.
2. **Invoicing:** Itemized invoices in duplicate, each bearing the Purchase Order Number must be mailed on day of shipment. **If the School District is responsible for transportation costs, a bill of lading or express receipt must be attached to your invoice.** Show our order number immediately following our name. Invoices subject to cash discount should be mailed on the day they are dated. If they are not, discount period will begin on the day bills are received by Buyer's Purchasing Department.
3. **Packing and shipping:** An itemized list of contents must be placed in each package bearing the Purchase Order Number. No charges will be allowed by Buyer for cartage or packing unless agreed upon before hand in writing. All expenses incurred by Seller's failure to furnish necessary shipping documents shall be charged to the Seller.
4. **Laws and Regulations:** Seller shall comply with all applicable Federal, State and Local laws, statutes and ordinances including, but in no way limited to rules, regulations and standards of the Occupational Safety and Health Act of 1970, and the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these acts. Seller agrees, in connection with performance of this order, not to discriminate against any employer or applicant for employment because of race, sex, religion, color, age or national origin, disability or marital status.
5. **Public Entity Crimes:** In compliance to Section 287.133 Florida Statutes, all vendors entering into agreement with the School District for an amount exceeding the Department of Management Services threshold for Category Two, shall be required to complete, notarize and return Form PUR 7068, prior to transacting any business. The School District is prohibited in transacting any business with Vendors which have been convicted of a "Public Entity Crime" or appear on the convicted vendors list as published by the State of Florida, Department of Management Services.
6. **Patents:** Seller agrees to indemnify and save harmless the Buyer, its officers, employees, agents or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters patent, by reason of the buying, selling or using the goods supplied under this order, and will assume the defense of any and all suits and will pay all costs and expenses incidental thereto.
7. **Conflict of Interest:** The purchase hereunder is subject to the provisions of Chapter 112 Florida Statutes. All sellers must disclose the name of any director or agent who is an employee of the School District.
8. **Insurance and Indemnification:** Seller agrees to indemnify and save harmless the Buyer, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Seller, its agents, employees or representatives, or arising from any Seller furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Buyer. Seller shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Buyer. Seller shall at the request of the Buyer, supply certificates evidencing such coverage.
9. **Risk of Loss:** Seller assumes the following risks: (a) all risks of loss or damage to all goods, work in process, materials and other things until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until the delivery of all the goods as herein provided; (c) all risks of loss or damage to any property received by Seller from or held by Seller or its supplier for the account of Buyer, until such property has been delivered to Buyer; (d) all risks of loss or damage to any of the goods or part thereof rejected by Buyer, from the time of shipment thereof to Seller until redelivery thereof to Buyer.
10. **Inspections and Testing:** Buyer shall have the right to expedite, inspect and test any of the goods or work covered by this purchase order prior to shipment. All goods are also subject to Buyer's inspection and approval on arrival. If rejected, they will be held for disposal at Seller's risk. Such inspection, or the waiver thereof, however, shall not relieve the Seller from full responsibility for furnishing goods and work conforming to the requirements of the order, not prejudice any claim, right or privilege the Buyer may have because of the use of defective or unsatisfactory goods or work.
11. **Termination for Default:** Buyer may terminate all or any part of this purchase order by giving notice of default to Seller, if Seller; (a) refuses or fails to deliver the goods within the time specified; (b) fail to comply with any of the provisions of this order or so fails to make progress as to endanger performances hereunder, or (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy insolvency or the relief of debtors. In the event of a termination for default, Buyer's liability shall be limited to the payment for goods delivered and accepted by Buyer under this order.
12. **Termination for Convenience:** Buyer may terminate this purchase order at any time for its convenience, in whole or in part, in which event, Buyer's sole obligations shall be to reimburse Seller for (a) those goods actually shipped and accepted by Buyer up to the date of termination, and (b) costs incurred by Seller for unfinished goods, which are specifically manufactured for Buyer and which are not standard products of the Seller, as of the date of termination, plus a reasonable profit thereon. In no event shall buyer be responsible for loss of anticipated profit nor shall reimbursement exceed the order value.
13. **Stop Work Order:** Buyer may at any time by written notice to the Seller stop all or any part of the work. Upon receipt of such notice, the Seller shall take all reasonable steps to minimize the incurrence of costs during the period of work stoppage. Buyer may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of this order.
14. **Assignment and Subcontracting:** Seller shall not assign or subcontract any portion of this purchase order without the prior written approval of the Buyer.
15. **Warranty:** All goods furnished by Seller for any service or installation relating thereto pursuant to this order shall be warranted to be of the best quality of their intended purposes. In the event of breach, the Seller shall take all necessary action, at Seller's expense, to correct such breach in the most expeditious manner possible. This warranty shall also insure to the benefit of the user of the goods.