



GRAND CANYON UNIFIED SCHOOL DISTRICT #4 PURCHASE ORDER TERMS AND CONDITIONS

COMPLIANCE: 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. Purchasers 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. Specifically written terms, conditions and instructions relating to advertised bids of Buyer and written offers from 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. None of the firm's owners or principals are District employees or relatives of employees and/or Governing Board members.

PRICE: Price deviations and substitutions of any kind are permitted ONLY with authorization of the Buyer. All goods shall be prepaid to the point of destination indicated. Exceptions are subject to the approval of the Buyer. 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. 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. 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). All goods are subject to the purchaser's inspection within a reasonable time of 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 acceptance 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.

SHIPPING AND DELIVERY: The Purchase Order is an ACCEPTANCE of your OFFER as summarized in your quotation/bid noted herein. If Seller cannot ship order without delay, Seller shall immediately notify the Buyer of that fact and of the probable date of delivery. Goods must be shipped as per instructions; otherwise, any additional charges will be billed back to Sender. **Purchaser will not be responsible for any goods delivered without purchase order.** 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. 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. **DELIVERY INSTRUCTIONS:** Unless instructed otherwise by Grand Canyon 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 100 BOULDER ST., GRAND CANYON, AZ 86023.**

INVOICES, PACKING SLIPS: To ensure prompt payment, deliver product to the ship-to address, listed on the Purchase Order. Seller shall enclose one packing slip and mark the package. Invoices should be sent in duplicate for each purchase order. Invoice must be itemized, showing quantity, unit price, line number, material and state and/or city taxes. Invoices should be sent to the district within 30 days of services being rendered/goods delivered or within the same fiscal year the Purchase Order is issued. The School District's fiscal year is July 1 – June 30. The School District reserves the right to deny payment if invoices are not sent in a timely manner. Invoices, statements, and overdue notices should be emailed to INVOICES@GRANDCANYONSCHOOL.ORG and/or mailed to ACCOUNTS PAYABLE at PO BOX 519, GRAND CANYON, AZ 86023.

STATUTORY REQUIREMENTS:

- a) This agreement is subject to cancellation pursuant to ARS 38-511.
- b) By accepting this purchase order, the 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.
- c) Seller certifies compliance with ARS 35-392, the Export Administration Act
- d) Seller agrees to comply with ARS 35-391 and ARS 35-393 and therefore has no scrutinized business operation investments in Sudan or Iran.
- e) Seller agrees to comply with fingerprinting requirements in accordance with ARS § 15-512 unless otherwise exempted.
- f) In accordance with A.R.S. § 35-394, the bidder is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.

WARRANTIES: 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 by the vendor to the buyer shall be considered actual warranties to the extent they may parallel or supersede any manufacturer's warranty. Seller warrants that the goods are free and clear of all liens and encumbrances and that Seller has a good and marketable title to the same at the time title passes to purchaser. Seller shall comply with all state, federal, and local laws and regulations, or orders applicable to the purchase, manufacturing, processing, construction, installation, 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.

LIABILITY OF SELLER: 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. 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. 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 the purchase order.

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 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 cancelation of the order at the District's discretion.