

NEW HANOVER COUNTY SCHOOLS • PURCHASE ORDER TERMS AND CONDITIONS

BY ACCEPTANCE OF THIS PURCHASE ORDER, THE VENDOR OR CONTRACTOR, HEREINAFTER "SELLER", DECLARES THAT IT WILL FURNISH THE MATERIALS, EQUIPMENT OR SERVICES, HEREINAFTER REFERRED TO AS SUPPLIES, ACCORDING TO THE FOLLOWING TERMS AND CONDITIONS

1. **Price.** Purchase order is limited to the terms and conditions contained on the face hereof. Any additional or different terms in the Seller's form are hereby rejected and shall not apply to this transaction. All delivery of goods and/or services shall conform to specifications, price, terms and conditions as set forth in this instrument. Any deviation must receive prior written approval from the District's Finance Officer.
2. **Taxes.** New Hanover County Schools (NHCS) is not tax-exempt. Purchase order pricing is intended to reflect applicable taxes. The Seller must notify the District's Chief Finance Officer for approval prior to shipment if it determines taxes are not included in purchase order total.
3. **Invoices.** One original copy of the invoice, itemizing all charges, discounts and taxes shall be mailed to the purchase order "Bill To" address at the time of shipment. All invoices, packages, shipping notices, or the like affecting this order shall contain the purchase order number.
4. **Payment Terms.** Purchases will be paid within 30 days from receipt of a correct invoice, or acceptance of the goods, whichever is later. C.O.D. orders will be refused.
5. **Freight and Packaging.** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. NHCS shall not be responsible for any increase in shipping rates effective after the date hereof. The Seller agrees to assume and pay all extra expense occurring on account of improper packaging.
6. **Deliveries.** Deliveries must be made between 8:00AM -4:00 PM, Monday through Friday, except Holidays or other posted closings of schools. Inside delivery is required on all shipments, unless specifically indicated otherwise.
7. **Insurance.** Seller agrees to maintain \$1,000,000 in general and automobile liability insurance, as well as Workers Compensation in the required statutory amount, unless different limits are agreed upon in writing by NHCS.
8. **Acceptance and Inspection.** NHCS shall have the right to inspect and test all items supplied under the order before accepting them. Risk of loss and title to all goods received shall remain with the Seller until NHCS has accepted them. Goods rejected for cause shall be returned to Seller at Seller's risk and expense. When supplies have been rejected, NHCS shall also have the right to cancel any unshipped portion of the order. Payment for supplies shall not constitute acceptance and shall not waive any claims that NHCS may have against the Seller. Seller shall provide auditors retained by NHCS with access to any records and files related to this purchase order.
9. **Warranty.** The Seller expressly warrants that supplies, covered by this order will conform to the specifications, drawings, or samples furnished and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by NHCS.
10. **Hazardous Chemicals.** The Seller shall be solely responsible for the safe delivery and ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
11. **Safety Data Sheets (SOS).** Seller shall provide applicable current SDS' in accordance with all regulations to the user department as identified on the face of the purchase order.
12. **Cancellation.** In the event the Seller defaults by (a) non-delivery as required, (b) not providing adequate assurance of performance, (c) becoming insolvent or making an assignment for the benefit of creditors, or (d) breaches any of the terms and conditions of this order, NHCS may, by written notice to the Seller, cancel the whole or any part of this order and exercise any other remedy allowed to NHCS under law. NHCS may also terminate this Contract at any time in its complete discretion upon 15 calendar days' notice in writing from NHCS to Seller.
13. **Applicable Laws/Policies.** Seller warrants the goods furnished in accordance with this order shall comply with all Federal, State and Local laws relative thereto. Further, the Seller shall defend and hold harmless NHCS from any claim, liability or loss arising from any trademark, patent or copyright infringement. The laws of the State of North Carolina shall govern this agreement and any resulting legal action shall be brought in a court residing in the County of New Hanover, North Carolina. Seller acknowledges that NHCS has adopted policies governing conduct on NHCS property and agrees to abide by any and all relevant policies while on NHCS property.
14. **Indemnification.** Seller shall indemnify and hold harmless NHCS from and against all claims, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Seller or its agents and/or employees.
15. **Lunsford Act/Criminal Background Checks.** Seller acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. **By accepting this order, Seller certifies that it has conducted sexual offender registry checks on each of its employees, agents or ownership personnel who will engage in any service on school system property or at a school-system sponsored event (checks can be conducted at no cost at <http://www.nsopw.gov/>).** Seller shall not assign any individual to deliver goods or provide services on school system property or at a school-system sponsored event if said individual appears on any of the listed registries.
16. **Immigration Reform and Control Act.** Seller represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes] requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it and its subcontractors is and will remain in compliance with these laws at all times while providing services pursuant to this Contract.
17. **Restricted Companies List.** By accepting this purchase order, Seller represents that it is not included on the Final Divestment list or the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. State, § 147-86.58 and -86.81. Seller agrees that it is not entitled to any payments whatsoever under this purchase order if this certification is false.
18. **Entire Agreement.** This purchase order, including all references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between NHCS and Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by NHCS.