

**CONESTOGA VALLEY SCHOOL DISTRICT
PURCHASE ORDER TERMS AND CONDITIONS**

1. ACCEPTANCE: This Purchase Order is Purchaser's offer to Vendor and shall become a binding contract upon acceptance by Vendor. Vendor's full or partial performance under this Purchase Order will constitute acceptance of these Terms and Conditions. By acceptance of this Purchase Order, Vendor agrees to be bound by, and to comply with all these Terms and Conditions, which include any supplements to it, and specifications and other documents referred to in this Purchase Order. These Terms and Conditions apply to everything listed in this Purchase Order. This Purchase Order is not an acceptance by Purchaser of any offer made by Vendor. Any terms or conditions proposed by Vendor which are inconsistent with or in addition to these terms and conditions shall be void and of no effect, whether proposed prior to the issue of this Purchase Order, at the time of Vendor's acceptance of this Purchase Order (whether by separate document or on the face hereof) or at any other time, unless and to the extent expressly accepted in writing by Purchaser's Director of Finance.

2. PRICES: Vendor represents that the prices quoted shall not exceed current prices charged to any other customer of Vendor for such items for a similar quantity. If Vendor's price is in excess of 10% over price stated in this Purchase Order as "estimated," Vendor must obtain approval of Purchaser's Director of Finance prior to shipping.

3. TAXES: All prices stated include all applicable taxes and duties. Vendor recognizes that Purchaser is exempt from payment of Federal Excise and Pennsylvania Sales (No. 76-361709) Taxes. Exemption certificates will be furnished upon request. All invoices of Vendor to Purchaser shall exclude taxes that are excludable under Purchaser's tax-exempt status.

4. PACKAGING & SHIPPING: The prices stated include packaging and delivery unless otherwise specified and all items shall be suitably packed in accordance with the requirements of common carriers. (Vendor shall package the goods so as to avoid any damage in transit.) Items shall be described on bills of lading and the purchase order number must be plainly marked on all packages, bills of lading and shipping orders. Purchaser's count or weight shall be final and conclusive on shipments. Delivery shall be made at "ship to" address on business days between 8:00AM and 3:30PM.

5. INVOICES, PAYMENT: Invoices shall be rendered on completion of services or delivery of goods to Accounts Payable and shall contain the Purchase Order Number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price. Each invoice must refer to one and only one purchase order. All claims for money due or to become due from Purchaser shall be subject to deduction by Purchaser for any setoff or counterclaim arising out of this or any other of Purchaser's Orders with Vendor.

6. INSPECTION: Purchaser shall have the right but not the obligation to inspect and test all items at all places and times. Purchaser shall bear the expense of inspections or tests but, in the case of items which do not pass inspection, shall not be liable for any reduction in value of the items inspected or tested. In the event of nonconforming items Purchaser shall, in addition to all other rights or remedies, have the right to (a) reject the non-conforming items, (b) require a cure of the defect by Vendor or (c) accept the items at a reduced price, all at the sole option of Purchaser. Purchaser may dispose of any rejected items at Vendor's expense where Vendor has failed to remove such items from Purchaser's premises within ten (10) days of rejection. In the case of rejected items, Purchaser may procure the items elsewhere and charge to Vendor any additional cost of such procurement.

7. WARRANTY: Vendor warrants that all items (a) conform to applicable specifications, drawings, descriptions, and samples, (b) are new and of good workmanship, (c) are fit for their intended use and purpose, and (d) are free from defects, encumbrances or liens. If the items delivered do not conform to these warranties, Purchaser shall, in addition to all other rights or remedies, have the right to (a) reject the non-conforming items, (b) require a cure of the defect by Vendor or (c) accept the items at a reduced price, all at the sole option of Purchaser. Purchaser's inspection, approval, acceptance, use of or payment for all or any part of the items shall in no way affect or diminish Vendor's warranties. Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts. Buyer agrees to pay the balance of the undisputed amounts.

8. NOTICE OF DELAY: Vendor shall immediately give notice to Purchaser of any actual or potential labor dispute or other event which may delay the timely performance by Vendor of this Purchase Order.

9. CHANGES: Purchaser shall have the right by written notice to change the specifications of the items to be delivered, the time, method or place of delivery, or the method of shipment or packaging. Upon receipt of any such notice, Vendor shall proceed promptly to make all changes in accordance with the terms of the notice. If any such change causes any increase or

decrease in the costs of performance or in the time required for performance, Vendor shall provide prompt notice to Purchaser and an equitable adjustment shall be negotiated promptly and the Purchase Order modified in writing accordingly.

10. **TERMINATION FOR CONVENIENCE:** At any time Purchaser may, in its sole discretion, with or without reason, terminate this Purchase Order for convenience, in whole or in part, by written notice to Vendor. In the event of such termination, all claims of Vendor shall be settled on the basis of reasonable costs incurred by Vendor in performance of this Purchase Order. In the event of any such termination, Vendor shall deliver to Purchaser any items which have been identified to the Purchase Order and for which Purchaser has made a written request. Purchaser shall pay to Vendor the stated price for all items which have been accepted.

11. **TERMINATION FOR DEFAULT:** Purchaser may terminate this Purchase Order, in whole or in part, for default: (a) if Vendor fails to deliver the items within the time specified or if no time is specified, within a reasonable time; (b) if the items delivered do not conform precisely to the requirements of this Purchase Order; (c) if Vendor fails in any other regard to perform any provisions of this Purchase Order or fails to make adequate progress in its performance of this Purchase Order; or (d) if Vendor's financial status shall at any time become unsatisfactory to Purchaser. In the event of any such termination, Vendor shall deliver to Purchaser any items which have been identified to this Purchase Order and for which Purchaser has made a written request. Purchaser shall pay to Vendor the stated price for any items which are delivered and accepted by Purchaser.

12. **REMEDIES:** The rights and remedies provided for in this Purchase Order are cumulative and are in addition to, not in lieu of, any other rights or remedies provided by law or equity.

13. **SETOFF:** Purchaser shall be entitled to setoff any amount owing at any time from Vendor against any amount payable at any time by Purchaser.

14. **PATENTS, COPYRIGHTS, TRADEMARKS, AND TRADE SECRETS:** Vendor shall defend at its expense and hold harmless Purchaser from any and all loss, costs, damages, or liability (including reasonable attorneys fees) for or on account of any claim of infringement of any existing or future patents, copyrights, trademarks, or trade secrets with respect to any of the items furnished under this Purchase Order.

15. **INDEMNITY:** Vendor shall indemnify Purchaser and hold and save Purchaser harmless from and against all costs, expenses (including reasonable counsel fees), claims, demands and causes of action which arise out of or is related to any act or omission of Vendor, or Vendor's officers, employees or agents, whether intentional, unintentional, reckless, negligent or inadvertent.

16. **COMPLIANCE WITH LAW:** In the performance of this Purchase Order Vendor shall comply with all applicable federal, state and local laws, regulations and ordinances, including without limitation, those pertaining to discrimination and human relations; the use of domestic aluminum, steel and automotive products; environmental protection; safety and health; and labor relations.

17. **SUBCONTRACTS AND ASSIGNMENTS:** This Purchase Order shall not be delegated or assigned by Vendor without the prior written consent of Purchaser and any unauthorized attempt to assign or delegate this Purchase Order shall be void.

18. **WAIVER:** Failure of Purchaser to exercise any of its rights under this Purchase Order shall not be construed as a waiver of any such rights in the future or of any other rights.

19. **INTEGRATION:** This Purchase Order constitutes the entire and exclusive agreement between Purchaser and Vendor and supersedes any previous communications, representations, agreements or understandings. This Purchase Order shall not be notified except by a writing signed by both Purchaser and Vendor.

20. **GOVERNING LAW:** This Purchase Order shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Exclusive venue and jurisdiction for resolution of any disputes arising out of or related to this Purchase Order shall be by non-jury trial in the Lancaster County, Pennsylvania Court of Common Pleas. Vendor hereby consents to such jurisdiction and venue and irrevocably waives any right to jury trial which may exist.