PURCHASE ORDER TERMS AND CONDITIONS

Acceptance Agreement This Purchase Order constitutes a binding contract between the Fort Bend Independent School District ("FBISD" or the "District") and Contractor to furnish the goods and/or services specified on the face of the Purchase Order. By acceptance of this Purchase Order, Contractor agrees to furnish all goods and/or services in accordance with the terms and conditions specified herein. Unless otherwise specified in this Purchase Order, Contractor shall not deliver substitutes or inferior materials without prior, written authorization from FBISD. Acceptance of Contractor's goods and/or services does not constitute acceptance of any terms and conditions stated in Contractor's documentation or agreements. Contractor's acceptance/signature of this Purchase Order *or* commencement of work on the goods subject to this Purchase Order or shipment of such goods shall be deemed an effective mode of acceptance of the terms of this Purchase Order. This Purchase Order and the terms and conditions specified in the Solicitation, the General Provisions, Contract Documents (as defined in the Solicitation), and any contract entered into between FBISD and Contractor as a consequence of the Solicitation ("Contract") represent the basis for Contractor to deliver the required goods and/or services, and supersede all prior offers, negotiations, exceptions and understandings, whether oral or in writing. In the event of a conflict between this Purchase Order and the Solicitation or the Contract, the Contract shall control. In the event of a conflict between this Purchase Order and the Solicitation, the Solicitation shall control.

Termination for Convenience of the District FBISD reserves the right to terminate this Purchase Order or any part hereof for its sole convenience at any time upon thirty (30) days prior written Notice of Termination. Upon receipt of such Notice of Termination, Contractor shall immediately stop all work and shall immediately cause any of its suppliers or subcontractors to cease such work. Contractor shall be paid, to the extent of funds appropriated or otherwise legally available for such purpose, a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the Notice of Termination. Contractor shall not be paid for any work done after receipt of the Notice of Termination, or for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided.

Termination for Cause FBISD may also terminate this Purchase Order or any part hereof at any time, by written Notice of Termination (effective in ten (10) days, unless otherwise specified, after the date of such notice, unless Contractor, within such ten (10) day period, cures such default) for cause in the event of any default by Contractor or if Contractor fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of products which are defective or which do not confirm to this Purchase Order, and failure provide FBISD, upon request, of reasonable assurances of future performance shall all be causes allowing FBISD to terminate this Purchase Order. In the event of termination for cause, or due to Contractor's default, FBISD shall not be liable to Contractor for any amount, and Contractor shall be liable to FBISD for any and all damages sustained by reason of the default (including, without limitation, the difference between Contractor's price and the actual purchase price of the good or service on the open market), which gave rise to the termination.

Changes. FBISD reserves the right to make changes to this Purchase Order (e.g., increase/decrease quantities, change delivery address). Any changes to the Purchase Order shall be communicated to Contractor by the issuance of a written Change Order.

Warranty Contractor expressly warrants that all goods or services furnished under this Purchase Order shall conform to all specifications and appropriate standards, shall be new and shall be free from defects in material, design or workmanship. Contractor warrants that all such goods or services shall conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable and will be safe, appropriate, and suitable for their ordinary purpose, as well as any special purposes specified by FBISD, for a period of one (1) year from the date of FBISD's acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. Contractor warrants that goods or services furnished will conform in all respects to samples, inspections and tests. Acceptance, payment, or use of the goods or services not conforming to the hereunder shall not affect Contractor's obligations under this warranty and shall not constitute a waiver or modification of any of Contractor's warranties, or the rights of FBISD. Such warranties shall survive inspection, tests, acceptance, payment and use. Contractor agrees to replace or correct defects of any goods, or services not conforming to the foregoing warranties promptly without expense to FBISD when notified of such nonconformity by FBISD provided FBISD elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, FBISD, after reasonable notice to Contractor, may, at Contractor's expense,

make such corrections or replace such goods and services. Contractor warrants and represents that all services performed by it or its permitted subcontractors and all material used on FBISD's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to FBISD.

Price Warranty Contractor warrants that the prices for the articles and services sold to FBISD hereunder are not less favorable than those currently extended to any other customer, for the same or similar articles or services in similar quantities. In the event Contractor reduces its price for such article during the term of this Purchase Order, Contractor agrees to reduce the prices hereof correspondingly. Contractor warrants that prices shown on the Purchase Order shall be complete and no additional charges of any type shall be added without FBISD's express written consent. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, storage, insurance, boxing, crating.

Insurance In the event that the Purchase Order requires or contemplates performance of services by Contractor's employees or person under contract to Contractor to be done on FBISD's property, Contractor agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of FBISD. Contractor shall maintain all necessary insurance coverage, including public liability and Workmen's Compensation insurance sufficient to meet all liabilities mentioned herein. Contractor shall indemnify and save harmless and defend FBISD from any and all claims or liabilities arising out of the work covered by this paragraph.

Indemnification CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT (INCLUDING, WITHOUT LIMITATION, THE DISTRICT'S BOARD OF TRUSTEES, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY ALL DAMAGES, CLAIMS, SUITS IN LAW OR IN EQUITY,, COSTS (INCLUDING ATTORNEY'S FEES), FINES, PENALTIES, LIABILITIES AND EXPENSES (INCLUDING BUT NOT LIMITED TO THE INJURY OR DEATH OF PERSONS, OR THE LOSS OR DAMAGE TO PROPERTY) ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT IN THE GOODS OR SERVICES PURCHASED HEREUNDER, OR FROM ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT, OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY PART OF THE GOODS AND/OR SERVICES THE CONTRACTOR IS REQUIRED TO DELIVER **AND/OR PERFORM. This indemnification shall be in addition to the warranty obligations of Contractor and shall survive acceptance and payment of the goods and/or services by FBISD.**

Inspection/Testing Payment for the goods delivered hereunder shall not constitute acceptance thereof. Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after FBISD's first use of the goods and/or services, the District shall have the right to inspect and test such goods and to reject, in whole or in part, said goods or services which in FBISD's judgment, are defective or nonconforming. Nothing contained in this Purchase Order shall relieve in any way Contractor from the obligation of testing, inspection and quality control. In the event that FBISD does not accept any goods and/or services which have been submitted to FBISD, FBISD is entitled to any and all remedies provided in law or in equity. In addition, when products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by Contractor. Goods, which have been delivered and rejected in whole or in part, may be, at FBISD's option, returned to Contractor at Contractor's risk and expense or disposed of in accordance with FBISD's policies. Contractor may request that rejected goods be held by FBISD at Contractor's risk for a reasonable period of time for later disposition at the Contractor's expense.

Assignments and Subcontracting No part of this Purchase Order may be assigned, subcontracted, transferred, mortgaged, pledged or otherwise disposed of or encumbered in any way by Contractor without the prior written approval of FBISD. Any such attempted assignment by Contractor shall be null and void.

Product Recall Contractor shall notify FBISD's Director of Purchasing immediately if a product recall is instituted on any good and/or service Contractor has delivered or if Contractor discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

Quantities. The quantities specified for delivery in this Purchase Order are the only quantities required by FBISD. If Contractor delivers quantities in excess of those specified on the Purchase Order, FBISD is not required to make any payment for the excess goods and, at FBISD's election, FBISD may keep or return the excess goods. All risk and expense for the return of the quantities of goods in excess of those specified on the face of the Purchase Order shall be borne by Contractor unless prior written authorization is issued by FBISD.

Quality. In the event no quality is specified on the face of the Purchase Order, in the Solicitation, or the Contract, the goods delivered and/or services rendered hereunder shall be of the best quality. Contractor shall ensure that all goods delivered to FBISD are new (i.e., previously unused and in their original packaging) and have not been reconditioned, repackaged, returned, remanufactured, refurbished, or damaged. Contractor also warrants that all services will conform to the standard(s) established in this Purchase Order, the Solicitation, and/or Contract.

Safety If applicable, Contractor shall deliver Material Safety Data Sheets (MSDS) with the requested goods. Contractor shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services and/or the delivery of goods, including, without limitation, those promulgated by FBISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Contractor agrees to perform services(s) rendered safely, diligently, efficiently, and in a professional manner.

Setoff FBISD reserves the right to offset subsequent payments due under this Purchase Order, the Solicitation, or Contract by any amount due and owing by Contractor to FBISD, including, without limitation, amounts owed for breach/default of this Purchase Order, the Solicitation, or Contract. FBISD is not required to mitigate its damages in order to obtain the relief for any breach of contract remedies available to it.

Waiver FBISD's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or FBISD's waiver of any breach hereunder shall not thereafter wave any of FBISD's other terms, conditions, or privileges, whether of the same or similar type.

Delivery The obligation of Contractor to meet the delivery dates, specifications, and quantities set forth in the Purchase Order is of the essence to this Purchase Order. If, at any time, Contractor believes it may be unable to comply with the delivery or completion schedules, Contractor must immediately notify FBISD's Director of Purchasing in writing of the probable length of any anticipated delay, the reasons for the delay, and the estimated delivery/completion date(s). In the event of such notification or of an actual failure by Contractor to comply with the delivery or completion schedules, FBISD may, in its sole discretion, in addition to all other remedies, and without liability, (i) require Contractor, at Contractor's expense, to ship the goods via airfreight or expedited routing to avoid or minimize delay; or (ii) cancel this Purchase Order as to items not yet shipped or services not yet rendered and purchase substitute items or services elsewhere and charge Contractor with any loss incurred. All deliveries shall be made to Central Receiving, Freight Prepaid, Free on Board (F.O.B.) Destination, Full Freight Allowed, Inside Delivery, unless otherwise specified on this Purchase Order. Delivery hours are 8:00am to 3:00pm, M-F, except for certain holidays.

Invoices & Payments Itemized invoices shall be directed to FBISD's Accounting Department, P.O. Box 1004, Sugar Land, TX 77487-1004. Invoices shall indicate the Purchase Order or supply agreement number, if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and freight waybill when applicable, should be attached to the invoice. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date FBISD receives the goods; (2) the date the performance of the service is completed; or (3) the date FBISD receives an invoice for the goods or services. FBISD's obligation is payable only and solely from funds available for the purpose of this purchase. There shall be no interest on any delayed, disputed or delinquent payment.

Taxes FBISD is tax-exempt and shall not pay or be liable for taxes for goods and/or services. Contractor shall not include taxes on the invoices. District will furnish a tax exemption certificate upon request.

Title The title and risk of loss to any and all goods, products, merchandise, materials, and/or services that are provided to FBISD shall pass to FBISD upon acceptance of the item or payment of the applicable invoice, whichever is later.

Governing Law and Venue The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Purchase Order. Any dispute under this Purchase Order may be brought in the state and federal courts located in Fort Bend County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

Severability In the event that any one or more of the provisions contained in this Purchase Order shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Purchase Order shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

SB 12 Compliance. By accepting this Purchase Order, Vendor agrees that it and its personnel and subcontractors will comply with Texas Education Code §§ 11.005, 28.0022, and 28.0043 and with District Policy CJ (LOCAL), and will not engage in or assign diversity, equity, and inclusion duties or provide prohibited instruction, guidance, activities, or programming to students. These requirements are mandatory and not subject to exception. Violation is grounds for termination, subject to appeal under GF (LOCAL).

In our efforts to utilize more recycled products, FBISD is encouraging our suppliers to use recycled materials (i.e. boxes, strapping, etc.) when packaging and shipping merchandise purchased by Fort Bend ISD.