

PURCHASE ORDER TERMS AND CONDITIONS

- 1) **PURCHASE ORDER DEFINED:** The term "purchase order" as used in these terms and conditions means the document entitled "Purchase Order" that the Navajo County Community College District (d.b.a. Northland Community College "NPC") Purchasing Office issues to the contractor ("Contractor") (collectively, "Parties").
- 2) **Applicability.** This Offer expressly limits acceptance to the terms of this offer. Notification of objection is hereby given to any term in any response to this offer that does not exactly match the terms of this offer, unless otherwise consented to by the NPC Purchasing Office expressly and in writing. These Terms shall apply to any repaired or replaced Goods that may be provided by Contractor hereunder. NPC is not obligated to any minimum purchase or future purchase obligation under this Order.
- 3) **ORDER OF PRECEDENCE.** A solicitation, amendments to it, and these Purchase Order Terms and Conditions take precedence over any inconsistent or materially different terms in the Contractor's response to a solicitation or other Contractor-supplied contract documents.
- 4) **Changes.** Changes within the general scope of this purchase order may only be authorized by the NPC Purchasing Office by giving notice to Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this purchase order, an appropriate equitable adjustment shall be made. No change by Contractor shall be recognized without written approval of the NPC Purchasing Office. Any claim of Contractor for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Contractor of notification of such change. Nothing in this Paragraph shall excuse Contractor from proceeding with performance of the purchase order as modified.
- 5) **DELIVERY DATE.** Contractor shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed upon in writing by the parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. In the event of delay, or anticipated delay, for any cause, Contractor will immediately notify NPC. If Contractor fails to deliver the Goods in full on the Delivery Date, NPC may terminate the Order immediately by providing written notice to Contractor and Contractor shall indemnify NPC against any losses, claims, damages, and reasonable costs and expenses attributable to Contractor's failure to deliver the Goods on the Delivery Date. NPC shall have the right to return any Goods delivered prior to the Delivery Date at Contractor's expense and Contractor shall redeliver such Goods on the Delivery Date.
- 6) **DELIVERY LOCATION.** All Goods shall be delivered to the address specified in this Order (the "**Delivery Location**") during normal business hours or as otherwise instructed.
- 7) **SHIPPING TERMS.** Unless otherwise specified on the face of NPC's Purchase Order, delivery shall be made F.O.B. Destination to the Delivery Location. Contractor shall give written notice of shipment to NPC when the Goods are delivered to the carrier for transportation. Contractor shall provide NPC all shipping documents, including the commercial invoice, packing list, bill of lading and any other documents that may be reasonably requested by NPC. The purchase order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documentation pertaining to the Order.
- 8) **NOVATION, ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not novate, assign or transfer the Contract without the purchaser's prior written consent.
- 9) **AMENDMENT AND MODIFICATION.** No change to this Order shall be binding upon NPC unless it is express and in writing signed by both parties and specifically declared that it is amending or modifying this Order.
- 10) **PRICE.** The price of the Goods is the price stated in the Order (the "**Price**"). Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. Contractor is responsible for the collection and reporting of all applicable transaction taxes such as sales, use, withholding, value added, or

similar taxes. No Price increase is effective, whether due to increased material, labor or transportation costs or otherwise, without NPC's express prior written consent.

- 11) **TITLE AND RISK OF LOSS.** Title shall pass to NPC upon delivery of the Goods to the Delivery Location. Contractor shall bear all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location regardless of the Shipping Terms.
- 12) **PAYMENT TERMS.** Contractor shall issue an invoice to NPC on or after the completion of delivery. Unless specified otherwise on NPC's Purchase Order, NPC shall pay all properly invoiced amounts due to Contractor within thirty (30) days after NPC's receipt of goods or services detailed on such invoice, except for any amounts disputed by NPC in good faith. In the event of a payment dispute, NPC shall promptly provide to Contractor in writing a reasonably detailed description of each disputed item. The parties shall seek to resolve all disputes expeditiously and in good faith. Contractor shall continue performing its obligations under the Order notwithstanding any dispute.
- 13) **TERMINATION.** NPC may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on ten (10) days' prior written notice to Contractor. In addition to any remedies that may be provided under these Terms, NPC may terminate this Order with immediate effect upon written notice to the Contractor, either before or after the acceptance of the Goods, if Contractor has not performed or complied with any of the Terms contained herein, in whole or in part. Supplier reserves all rights that it may have to cancel this Order for possible conflicts of interest under A.R.S. § 38-511.
- 14) **INDEMNIFICATION.** Contractor shall defend, indemnify and hold harmless NPC and NPC's officers, officials, employees, agents, volunteers, successors, and assigns (collectively, "**Indemnitees**") from and against any and all claims and damages (including but not limited to all costs, expenses, fees, fines, debts, liabilities, penalties, charges, and removal and remediation costs) of any nature (including but not limited to special, punitive, incidental and consequential damages) incurred by, asserted against or awarded against Indemnitees (collectively, "**Losses**") based upon, attributable to, arising out of or occurring in connection with the Goods, breach of contract or warranty, violation of laws, fault, strict liability or negligent acts or omissions of Contractor, Contractor's vendors or manufacturers.
- 15) **INTELLECTUAL PROPERTY INDEMNIFICATION.** Contractor shall, at its expense, defend, indemnify and hold harmless NPC and any Indemnitee against any and all Losses arising out of or in connection with any claim that NPC's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Contractor shall provide (without any further cost to NPC) all licenses related to intellectual property rights and pay all royalties necessary for NPC's purchase, resale and/or use of the Goods.
- 16) **COMPLIANCE WITH LAW.** Contractor must be in compliance with and shall comply with all applicable laws, regulations and ordinances. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Contractor shall comply with all export and import laws of all countries involved for shipments requiring any government import clearance. Contractor is obligated to comply with NPC's Contractor code of conduct and should contact NPC to confirm compliance with the requirements of the Contractor code of conduct.
- 17) **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party (and confirmation of such receipt in respect of facsimile or email transmissions), and (b) if the party giving the Notice has complied with the requirements of this Section.
- 18) **CLERICAL ERRORS.** NPC reserves the right to correct all stenographic or clerical errors or omissions in any documents whether in the Order or other documents.

- 19) **WAIVER.** No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 20) **CONFIDENTIAL INFORMATION.** All Confidential Information of NPC disclosed by NPC to Contractor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with this Order is confidential, solely for the use of performing this Order and may not be disclosed or copied unless authorized in advance and in writing by NPC.
- 21) **GOVERNING LAW / JURISDICTION / JURY WAIVER.** THE ORDER AND THE RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY THE PROCEDURAL AND SUBSTANTIVE LAWS OF THE STATE OF ARIZONA, EXCLUSIVE OF CONFLICT OF LAWS PRINCIPLES WHICH WOULD DIRECT THE APPLICATION OF THE SUBSTANTIVE OR PROCEDURAL LAW OF ANOTHER JURISDICTION. EACH PARTY IRREVOCABLY SUBMITS TO THE PERSONAL AND SUBJECT MATTER JURISDICTION AND VENUE OF THE COURTS LOCATED IN NAVAJO COUNTY, ARIZONA FOR THE RESOLUTION OF ANY AND ALL DISPUTES ARISING FROM OR RELATING TO THE ORDER OR THE RELATIONS BETWEEN THE PARTIES.
- 22) **ISRAEL BOYCOTT.** For Orders of \$100,000 or more to acquire or dispose of services, supplies, information technology or construction, to the extent applicable, Supplier warrants it is not engaged in a boycott of goods and services from Israel as defined by A.R.S. § 35-393.01.

23) IMMIGRATION WARRANT

- A. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter “Contractor Immigration Warranty”).
- B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.
- C. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty.
- D. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor Immigration Warranty.
- E. A party will not be considered in material breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).