

Terms & Conditions of Purchase Order:

The School Board (the "Board") agrees to purchase from Seller the goods or services described on page 1 of this Purchase Order (the "Order") upon the following Terms & Conditions:

1. **Acceptance:** This Order may be accepted only by prompt shipment of the goods or provision of the services specified. Any different or additional Terms and Conditions proposed by Seller are invalid and rejected. Only the Terms and Conditions specified here are applicable.

2. **Risk of Loss:** Title to the goods shall remain with the Seller until the School District (the "District") accepts the goods. Risk of loss and/or damage is the Seller's until the goods are physically delivered and accepted by the District.

3. **Toxic Substances:** In accordance with Florida Statute. Seller must submit Material Safety Data Sheets with shipment for substances found on the current Florida Toxic Substance list. Failure to comply with this requirement may result in the District's refusal to take delivery.

4. **Payment:** Payment will only be made to the Seller at the address indicated on this Order and will be due and payable only after the District's receipt of Seller's invoice, and inspection and acceptance of the goods or services. The timeline for payment is governed by the Local Government Prompt Payment Act (Florida Statute 218.70) which provides that, in most cases, payment shall be made within forty-five (45) calendar days from the delivery of goods/service and receipt of a proper invoice.

5. **Additional Charges:** No additional charges will be allowed for any matter, including but not limited to boxing, crating, packing, insurance, cartage, assembly, installation, or similar charges. No invoice will be subject to a finance or late charge if payment is made within the timeline of the Florida Prompt Payment Act.

6. **Multi-Year Contracts:** The District's performance and obligation to pay under this Order is contingent upon annual appropriation by the School Board; School Board Rule 7.70 (IX) as revised.

7. **Shipment:** All Orders will be delivered to the "Ship To" address shown on the Order. Deviation is a Refusal of Shipment. Seller will bear reshipment or storage charges resulting from a Refusal of Shipment or lost shipments. Shipping instructions furnished by the District will be strictly complied with and are considered a part of this Order. A shipment sent COD will not be accepted and will be at the Seller's risk. Drop shipments are acceptable, but invoicing will be in accordance with this Order.

B. **Expiration:** If not previously revoked, or specified in the Contract Documents, this Order shall terminate and cease to exist as an offer at midnight of the 180th day after the date of this Order.

9. **Contract Documents:** The Seller agrees that the Terms & Conditions of any contract(s), bid document(s), drawing(s), specification(s), or any additional document(s) (the "Contract Documents") which are attached hereto or incorporated by reference are adopted and made part of this Order, and take precedence over the terms and conditions printed on this Order. Seller also agrees that the terms and conditions incorporated herein include the "Osceola School District Minimum Insurance Requirements" document.

10. **Entire Agreement:** This Order and the Contract Documents, if any, contains the entire agreement of the parties. No course of prior dealing, usage of trade, or course of performance shall be relevant to supplement or explain any term, condition, or instruction used in this Order.

11. **Inspection/Rejection:** All shipments shall be subject to final inspection by the District after receipt by the District at the Destination. The District reserves the right to reject and refuse acceptance of goods or services which are not in accordance with this Order, the Contract Documents or Seller's warranties. At the District's discretion, goods not accepted will be a) returned to Seller at the Seller's expense; b) held by the District at Seller's expense; c) held by the District for equitable reduction in price; d) repaired by the District at Seller's expense. Payment for any goods or services shall not be deemed an acceptance. Execution by the District of a parcel service manifest of similar document is not a final inspection or acceptance of goods or services.

12. **Cancellation:** (a) District may, by written notice, cancel all or part of this Order for cause if Seller fails to deliver product purchased, or to perform services required in accordance with the requirements of this Purchase Order and the incorporated Contract Documents. (b) District may terminate for convenience without cause or any part of this Order by issuing written notice of such termination thirty (30) calendar days prior to the termination date. District shall be responsible to pay for acceptable product delivered prior to the effective termination date. (c) Seller shall bear all costs associated with termination of this Order including, but not limited to, shipping charges and replacement costs.

13. **Warranty and Insurance:** (a) Seller warrants that all goods, services, and workmanship provided will conform to the requirements of this Order and the incorporated Contract Documents, and that goods and services are fit and sufficient for the intended purposes, are merchantable, of good quality, and free from defects. All warranties in fact and implied by law are maintained and Seller may not disclaim or limit any warranty, and any attempt by Seller to disclaim or limit

any warranty will be disallowed and of no effect. (b) Seller hereby agrees to indemnify, defend, and hold harmless the District from and against all liability (including attorneys' fees) for damages, injury to persons or property, and other matters and claims of any type that may be incurred or suffered by the District as a result of defect in materials or workmanship provided under this Order or where such claims, liability or damage arises out of Seller's performance or delivery pursuant to this Order. All warranties survive acceptance and payment. (c) Unless amended in writing in a Contract Document, Seller agrees and warrants it has the minimum coverages and insurance required by the "Osceola School District Minimum Insurance Requirements" document that are applicable to this Order.

14. **Assignment:** No assignment of any right, obligation, or interest in proceeds or any delegation of duty under this Order shall be made by Seller without the express written consent of the District, and any attempted assignment or delegation without such consent is void.

15. **Applicable Law:** This Order is governed by the laws of the State of Florida. Jurisdiction and venue is mandated to be in Osceola County, Florida.

16. **Waiver:** The District's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege in this Order, shall not constitute a waiver of any other provision or legal requirement. Additionally, the School Board does not waive sovereign immunity and reserves all defenses of sovereign immunity to the fullest extent provided by law, including those defenses and limitations of liability as provided in Section 768.28, Florida Statutes. This reservation of rights is controlling, notwithstanding any other contrary provision in these Terms and Conditions or any other Contract Document.

17. **Certification - No Sexual Predators or Sex Offenders/Jessica Lunsford Act:** Seller must comply with all provisions of Florida Statutes Section 1012.465 and will certify in writing to the District that each agent, employee, owner, other representative, and/or subcontractor of Seller requiring access to any school or District property when students may be present, or who will have direct contact with a student pursuant to this Order, is not listed as a Sexual Predator on the Florida Department of Law Enforcement's list of sexual predators or as a sex offender on the FDLE's current sex offender 11st. Seller shall provide for fingerprint and background screening each employee, agent, owner, subcontractor and/or other affiliate or representative of Seller who may require access to any school or District property at any time when students may be present or who will have direct contact with any student pursuant to this Order. Notwithstanding the foregoing, an individual may come on the property of a school or other educational facility on an occasional basis, subject to the requirement that he or she will check in at the front desk and obtain direct line of sight supervision by the principal, building administrator or designee.

18. **General Assurance:** The Seller shall comply with all applicable requirements of federal, state, and local laws, executive orders, regulations, administrative rules and other policies that govern this Order. The Seller certifies that it has obtained all required licenses and that its form of business entity is properly registered under law, as applicable. Breach of any of these conditions shall be grounds for immediate cancellation of this Order as determined by the District.

19. **Debarment and Suspension:** By accepting this purchase order Seller confirms that neither it nor its principal(s) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement of Non-procurement Programs. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors, declared ineligible under statutory or regulatory authority.

20. **Illegal Alien Labor. State of Florida, Executive Order 11-116:** Every Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employee's hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.

21. **Required Instruction.** In an effort to assure compliance with Florida Law, the Vendor hereby agrees that the services provided under this Agreement will not include the teaching and/or training of content either in writing, verbally, or electronically that violates Florida Statute 1003.42(2) and Florida State Department of Education Rule 6A 1.094124. The teaching of and/or training of said content to teachers and/or students is prohibited, and any violation of the Statute or Rule shall be grounds for immediate termination of the Agreement between the Parties.

22. **Clean Air Act (34 CFR 80.36(i)(12))** All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).