

TERMS AND CONDITIONS

1. Acceptance

This Purchase Order is subject to the following terms and conditions and no others unless there is written consent of both parties.

2. Laws

The laws of the State of Iowa shall apply in all disputes.

3. Shipping and Packaging

All material is subject to inspection by the Cedar Rapids Community School District (hereinafter called CRCSD). Each shipment must be accompanied by a packing slip showing our Purchase Order number, item number, part number, waybill number, quantity shipped, number of pkgs. in shipment, net weight, and the number of pieces per pound if weight counted. The CRCSD Purchase Order number must be placed on all shipping containers and be easily and clearly read. Invoices covering the shipment must contain this same information.

4. Modifications and Changes

CRCSD reserves the right, by written notice issued hereunder, to make changes in the drawings, design or specifications, method of shipment of packing, and in the dates and places for delivery, as specified in the schedule set forth on the face hereof, except that no change shall accelerate the rate of delivery hereunder without Seller's consent. No changes may be made in this order without written authorization of Purchasing.

5. Quality

Seller expressly warrants that all the articles, material and work covered by this order will conform to the specifications, drawings, samples or other description furnished by CRCSD, and will be of good material and workmanship, and free from defects, and if the articles are not ordered to the CRCSD specifications Seller further warrants that they will be merchantable and fit and sufficient for the purpose intended.

6. Defective Goods

If any of the goods fail to meet the warranties contained in paragraph 3, Seller upon notice from CRCSD shall promptly correct or replace the same at Seller's expense. If Seller shall fail to do so, CRCSD may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to Seller, all such goods will be held at Seller's risk. CRCSD may, and at the Seller's direction shall, return such goods to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by the Seller. Any payment for such goods shall be refunded by Seller unless Seller promptly corrects or replaces the same at its expense.

7. Packing

No charges will be allowed for packing, boxing, or crating. Prices must include all delivery charges and all such charges must be prepaid. Damaged materials will not be accepted.

8. Excess Goods

Except for customary quantity variations recognized by trade practice, goods in excess of those specified will not be accepted, and such goods will be held at Seller's risk. CRCSD may, and at Seller's direction shall, return such goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by the Seller.

9. Patent, Trademark and Copyright Indemnity

By acceptance of this order and in consideration hereof, the Seller agrees to indemnify and save harmless CRCSD and its customers against all losses, liabilities, damages and expenses which they may sustain due to the infringement of any patent, trademark or copyright resulting from the purchase, use or sale of the items to be delivered there under, or arising out of, or in connection with, the defense of any such claim of infringement.

10. Prices

Goods on this order must not be invoiced at a higher price than shown without written consent. If price is omitted on the order, it is agreed that your price will be the lowest prevailing market price to educational institutions. Seller will give CRCSD the benefit of any price decline at the actual time of shipment. All prices must be FOB destination. The Seller is to prepay shipping charges and add to invoice and attached to the invoice the original receipted freight bill. No deliveries will be accepted COD and/or freight collect.

11. Taxes

The CRCSD is exempt from Federal Excise Taxes, Transportation Taxes and Iowa Sales and Use Taxes. Do not include taxes when submitting invoices. Exemption certificate will be furnished upon request.

12. Assignment

Neither party shall assign or transfer this order or any interest therein or monies payable there under without the written consent of the other party, and any assignment made without such consent shall be null and void, except that CRCSD may assign this order and its interest therein without the consent of the Seller.

13. Hazardous Materials

- a. A Materials Safety Data Sheet shall be provided with any product of hazardous nature as defined by Federal Law (29 CFR 1910-1200) and the Iowa Right to Know Act (Chapter 455D – Iowa Code)
- b. All contractors contracted by CRCSD shall remove all chemicals or their remnants from our premises at the completion of the contract. (Hazardous substance information is available in each building)

14. Deliveries

All deliveries must be made to the District Warehouse, 2500 Edgewood Rd NW, Cedar Rapids, Iowa 52405 unless otherwise specified on face hereof. Seller agrees to deliver the items, in the quantities, within the time, in accordance with specifications (and approved sample if furnished), and at the prices specified on the face hereof, any failure of which shall entitle CRCSD, in addition to any other rights and remedies, to cancel this order and be relieved of all liability for any undelivered portion. A waiver of CRCSD right to cancel, by acceptance of any items after delivery date, or otherwise, shall not constitute a waiver of such right as to future deliveries. Seller, shall not, however, be liable to CRCSD for loss or damage sustained by it on account of delays due to causes beyond Seller's control and without its fault or negligence, provided Seller shall, with reasonable promptness after it appears a delay is likely to result, give notice, in writing, that delivery will be delayed, the cause, and probable extent thereon. Items received more than 15 days before schedule may, at CRCSD's option, be returned at Seller's expense, or be accepted and payment therefore withheld until the scheduled date.

15. General

Following these instructions ASSURES PROMPT REMITTANCE:

- a. Place Purchase Order number on all correspondence, invoices, packing slips, bill of lading or other shipping paper and containers.
- b. Enclose packing slip with each shipment.
- c. Mail invoices promptly after shipment to the address shown in the "Bill To" box.
- d. Render all invoices in triplicate.