

## TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT.** All specifications, drawings, data and standards submitted to Vendor with this order or the solicitation for this order are hereby incorporated herein and made a part hereof. This order contains the entire agreement of the parties. No change to this order will be effective unless approved in writing by the District and Vendor, except for increases or decreases in the work or products described on the front side of this order, which may be made unilaterally in writing by the District, subject to paragraph 3 below. Any terms and conditions proposed by Seller different than or in addition to the terms and conditions of this order are deemed rejected by the District.
2. **INDEMNIFICATION.** Vendor shall defend, indemnify, and hold harmless the District, its agents, officials and employees from and against all injuries, losses, claims, suits, costs and expenses (including attorney's fees) ("Claims") which may be asserted against the District related to Vendor's performance under this order, including without limitation any Claims for (a) infringement of any patent, copyright, trademark, or other intellectual property rights or (b) royalties, license fees, or related damages, fees, or costs.
3. **PRICE CHANGE.** The District may, by written order, increase, decrease, or otherwise change the work or products described on the front side of this order. If such change causes an increase or decrease in Vendor's costs or in the time required for performance of the Contract, or if Vendor believes it is otherwise entitled to an equitable adjustment in the contract price, then Vendor shall (a) assert its claim to the District for an equitable adjustment within five (5) calendar days after it receives the order and (b) complete and provide the work or products provided for in this order, as changed, pending a decision by the District regarding such equitable adjustment, which decision will be final.
4. **DEFAULT.** Time is of the essence of this order. If Vendor fails to deliver or provide acceptable work or products within the time promised herein, or otherwise fails to comply with this order, the District may, in addition to its other rights and remedies, terminate this order by written notice effective when received by Vendor as to work or products not yet shipped or rendered, and to purchase substitute work or products elsewhere and charge Vendor with any difference in price.
5. **TRANSPORTATION CHARGES.** Unless otherwise specifically provided in this order, (a) Vendor shall prepay transportation expenses for all shipments to their final destination, (b) the District is not obligated to accept shipments sent C.O.D. or freight collect and, at Seller's risk and expense, may return such shipments to Vendor, and (c) the District will pay no charges for transportation, packing, cartage or containers.
6. **UNAVOIDABLE DELAY.** If Vendor is delayed in delivering the products or work purchased under this order, Seller (a) must immediately, upon learning of such delay, give written notice to the District of such delay and (b) may, for a delay caused by a cause beyond its reasonable control, request an extension of time for delivery.
7. **QUANTITY.** If Vendor delivers quantities of products or work in excess of those specified in this order, the District, at its option, may either (a) reject such excess and hold it, ship it back to Vendor, or discard it, all at Vendor's risk and expense or (b) accept such excess at no further cost to the District.
8. **INSPECTION.** The District has the right to inspect and approve the products or work and reject any that do not comply with this order. Vendor shall remove any rejected products or work promptly after rejection. If it fails to do so, the District may return any rejected products or work to Vendor at Vendor's risk and expense.
9. **WARRANTY.** Vendor warrants that all products and work furnished hereunder will conform in all respects to the terms and conditions of this order, including any drawings, specification, data, or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title and will be free from defects in design. In addition, Vendor warrants that said products and work are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this order. The District may return any nonconforming or defective product to Vendor and may require correction or replacement of any nonconforming or defective product or work all at Vendor's risk and expense. The District's acceptance of any product or work delivered pursuant to this order shall not relieve Vendor of its warranty.
10. **REGULATORY COMPLIANCE.** Vendor represents and warrants that the products and work furnished hereunder (including all labels, packages and containers for said goods) will comply with all applicable federal, state and local laws, rules, regulations, and standards. Without limiting the preceding sentence. Vendor shall comply with (a) the Occupational Safety and Health Act, (b) the Illinois Toxic Substances Disclosure to Employees Act (which compliance must include furnishing "Material Safety Data Sheets" where required) and (c) all applicable federal, state, and local labor laws, including but not limited to the Illinois Prevailing Wage Act, if applicable. All contractual provisions required to be incorporated in this order are deemed incorporated herein by this reference.
11. **ROYALTIES AND PATENTS; OWNERSHIP.** Vendor shall pay all royalties and license fees required for the use of the products or services. Any and all products or services provided by Vendor shall become the property of the District.
12. **EQUAL EMPLOYMENT OPPORTUNITY.** The Equal Employment Opportunity Clause of Title 44, Subtitle B, Chapter X, Part 750 of the Illinois Department of Human Rights Rules and Regulations is hereby incorporated herein in its entirety as a material term of this contract.
13. **PAYMENT.** The District shall make payments in accordance with the terms on the front of this order, or Vendor's invoice, whichever are more favorable to the District. Unless otherwise provided in this order, the due date for payment shall be calculated from the later of (a) the date the District receives an invoice from Vendor that complies with this order and (b) the date upon which the District accepts all products or work.
14. **IDENTIFICATION.** Vendor's invoices to the District shall (a) clearly identify all prices, (b) clearly identify the correct Purchase Order Number, and (c) be sent to the Bill To address shown on the front of this order. Vendor shall place the correct Purchase Order Number on all invoices, boxes, packages, shipping documents and correspondence related to this order. Vendor shall enclose a list of contents in each box or package.
15. **TERMINATION.** District may, at any time and for any reason, terminate this order in whole or in part by written notice or oral notice confirmed in writing. The District will pay for any conforming products or work delivered or rendered prior to the date of its written or oral notice of termination, less any damages that the District has incurred or that the District reasonably anticipates incurring.
16. **TAXES.** District is exempt from certain state or local sales, use, or excise taxes. **District's exemption number is E9995-6721-07.** The Contract Price includes all applicable federal, state, and local taxes applicable to the products or work.
17. **LAW GOVERNING.** This order shall be governed by and construed according to the internal laws (but not the conflict of laws rules) of the State of Illinois.