



SMCFD STANDARD TERMS & CONDITIONS

Declaration of Policy: The following terms and conditions are binding on all purchase orders issued by the District. They are in addition to any terms and conditions previously communicated by the District and supersede any terms and conditions specified by the Vendor.

Independent Contractor: The relationship of the Vendor to the District is that of an independent contractor.

Delivery: The District has the right to inspect the goods delivered or services performed before accepting them. Vendor must give prior notification and obtain approval from the District for any delays in delivery. With respect to delivery, time is of the essence and the purchase order is subject to cancellation for failure to deliver on time.

Title: Title to goods purchased will pass directly from the Vendor to the District at the FOB destination specified by the District and upon the District's final acceptance.

Compliance with Federal & State Laws: All purchase orders are to be interpreted and enforced according to the provisions of Arizona and federal law. Vendor must abide by and be in compliance with, all applicable laws, statutes, ordinances and regulations, including those prohibiting discrimination on the basis of race, color, religion, ancestry, sex age, physical handicap, national origin, or sexual preference.

Conflict of Interest: Pursuant to ARS § 38-511, the District may cancel a purchase order without penalty or further obligation if any person significantly involved in initiating, securing, drafting, or creating the purchase order for the District becomes an employee or agent of the Vendor.

Remedies and Applicable Law: The District and the Vendor shall have remedies afforded by the Arizona Uniform Commercial Code (UCC). Purchase orders placed by the District are governed by the law of the State of Arizona and suits pertaining to orders placed by the District may be brought only in the courts in the State of Arizona.

Indemnification: To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the District, its employees and its Board of Directors, individually and collectively, from all fines, suits, claims, demands, subrogation, actions or liability of any kind and nature arising out of the products or services furnished by the Vendor.

Assignment-Delegation: Vendor cannot assign, delegate or subcontract its obligations to fulfil a purchase order, either in whole or in part, without first receiving the District's written consent.

Taxes: Purchases made by the District are subject to state and local transaction privilege taxes.

Interpretation: Any purchase order issued, including any attachments and exhibits, constitutes the entire agreement between the Vendor and the District.

Modifications: No modification can be made to a purchase order unless authorized in writing by the District.

Warranties: Vendor warrants that all goods and services will conform to the requirements of the purchase order. Vendor warrants that goods (if any) will be free from defects in design, material and workmanship and will be fit for the intended purposes. Further, the Vendor warrants that services (if any) will be performed in a good, workman-like and professional manner.

Waiver: No claim or right arising out of a breach by the Vendor can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is authorized in writing by the District.

Termination: In the event of a breach of these Standard Terms and Conditions by the Vendor, the District reserves the right to cancel any purchase order upon giving verbal or written notice to the Vendor. The Vendor will be liable for damages suffered by the District because of the breach.