

Mount Prospect School District 57

Purchase Order Statement

1. **ACCEPTANCE OF PURCHASE ORDER.** A Purchase Order is given for immediate acceptance by the Seller. Unless promptly notified to the contrary, the District will assume the Seller accepts the order as written and will make delivery as specified on the document. Invoices must be mailed to Mount Prospect School District 57, 701 W. Gregory Street, Mount Prospect, IL 60056. All prices on invoices must be F.O.B. Mount Prospect, IL.
2. **ENTIRE AGREEMENT.** All specifications, drawings, and data submitted to the Seller with this order or the solicitation for this order are hereby incorporated herein and made a part hereof. This contract contains the entire agreement of the parties.
3. **INDEMNIFICATION.** The Seller shall indemnify, keep and save harmless the District, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the District as a consequence of granting the Contract.
4. **MODIFICATION.** Any substitutions or alterations of any kind or changes in the price of merchandise must receive prior District approval.
5. **TRANSPORTATION CHARGES.** Transportation expense for all shipments shall be prepaid to destination. Merchandise shipped by freight or express will be packed, marked, and described to obtain the lowest rate possible under freight or express classifications.
6. **UNAVOIDABLE DELAY.** If the Seller is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control, Seller must immediately, upon receiving knowledge of such delay, give written notice to the purchasing agent of the earliest shipping date.
7. **QUANTITY.** Quantities furnished in excess of those specified in the Purchase Order will not be accepted and will be held at Seller's risk and expense.
8. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
9. **WARRANTY.** The Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications 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 such defects in design. In addition, Seller warrants that said goods and services 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 items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

10. PAYMENT. Payments shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, or the Seller's invoice, whichever are more favorable to the District and payment date therefore shall be calculated from the receipt of invoice or receipt or final acceptance of the goods, whichever is later. Payment is subject to District Policy and Board approval of invoices and disbursements.

11. TAXES. The District is exempt from all federal and state taxes under exemption number E9997-8393-06.

12. INSURANCE. Seller shall procure and maintain in full force and effect, at its expense, products liability, completed operations, and other insurance which is customary for similar sellers in the industry.

13. LIABILITY. Any person, firm or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes and discharges the District, its officers, agents and employees, from all claims, demands and causes of action of every kind and character including the cost of defense thereof, for any injury to including death of any person whether that person be a third person, vendor or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance.