



1. **Acceptance.** No acknowledgement containing terms or conditions other than those specified herein, shall be binding on Purchaser unless said acknowledgement is by the person who signed this purchase order on behalf of Purchaser. In the absence of the said acknowledgement, all deliveries of goods and/or the rendering of services by Seller to Purchaser shall conform to the specifications, set forth in this instrument.

2. **Quantity, Deliveries, and Packing.** The quantity and delivery dates of goods and services indicated on the face hereof must not be exceeded without the expressed approval of the purchaser. No charge will be paid by Purchaser for packing, boxing, or cartage, unless specified on the face hereof. Loss of or damage to any goods not packed in such a manner as to insure proper protection to same shall be borne by Seller. Each package of goods shipped must contain a memorandum showing shipper's name, contents of package, and the purchase order number on the face thereof.

3. **Inspection.** All shipments of goods and/or all services rendered hereunder shall be subject to inspection by and approval of Purchaser after arrival of such goods at the delivery point specified on the face hereof and/or after such services have been rendered, taking into consideration, if there be delays in inspection, the seasonal nature of Purchaser's business.

4. **Patents.** Seller warrants that the goods furnished hereunder do not infringe any United States patent; that it will defend any suit that may arise in respect thereto; and that it will defend, indemnify and hold Purchaser harmless from and against any and all loss which Purchaser may incur.

5. **Health and Safety.** All items to be supplied hereunder by Seller shall conform in all respects to the requirements of applicable insurance and governmental health and safety regulations, including regulations administered by OSHA.

6. **Responsibility and Indemnification.** The seller agrees to indemnify and hold Purchaser harmless from and against all claims and liens of any and all persons based upon the furnishing of labor and/or materials in connection with the goods sold and/or services rendered by Seller hereunder.

7. **Equal Employment Opportunity.** Seller hereby agrees to comply with the provisions set forth in paragraphs (1) through (7) of section 202 of Executive Order 11246 and all similar orders, rules, registrations and laws prohibiting discrimination in employment, and further agrees that it will not discriminate on the basis of Race, Creed, Color, Sex, National Origin or Age.

8. **Compliance With Law.** Seller shall comply with all applicable federal, state and local laws, regulations and order.

9. **Warranty.** Seller warrants the material furnished hereunder (a) to be free from defects in title, labor, material or fabrication, (b) to conform to applicable specification, drawings, samples or other descriptions given, (c) to be suitable for the purpose intended, (d) to be of merchantable quality, and further warrants that material of Seller's design will be free from defects in design.

10. **Insurance.** Seller shall carry insurance protection sufficient to meet all the liabilities that are mentioned herein.

11. **Reservations and Annulments.** Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, the Board of Education reserves the right to purchase on the open market, or to complete the required work, at the expense of the contractor, or by recourse to provisions of the Performance Bond if such bond is required under the conditions of this bid.

12. **Tax Exempt.** The Board will not pay any taxes from which it is exempt. The Board's tax exempt number is 3000130-0.

13. **Anti-Bribery, Non-Collusion, Debarment.** The Seller hereby affirms that the provisions set forth in the Code of Maryland Education Article and COMAR 21.08 pertaining to bribery and collusion and FAR 9.4, FPMR 101-456, GPO 110.11A, PS41, and Executive Order 12549 pertaining to debarment are met by the acceptance of this purchase order.

14. **Board of Education Contracts.** If a Board of Education contract number appears on the face of this purchase order, the terms and conditions of the contract, when in disagreement with the terms and conditions stated herein, take precedence.

OFFICE OF THE BOARD OF EDUCATION

DATE

TAX EXEMPT NO. 3000130-0

STATE OF MARYLAND

OFFICE OF THE BOARD OF EDUCATION

05/10/99