TERMS AND CONDITIONS

1. ACCEPTANCE: VENDOR accepts this Purchase Order solely on the basis of the terms and conditions on the face and back hereof. Additional terms on VENDOR's form are rejected and shall be deemed a material alteration hereof, unless such terms are incorporated by direct reference on the face of this Purchase Order and attached hereto as applicable.

2. CHANGES: This Purchase Order shall not be altered, amended, supplemented or cancelled without the Cerritos Community College District's (hereinafter referred to as "the District") approval. The District shall have the right to make changes hereunder any time and VENDOR agrees to accept such changes. In the event such changes result in additional costs, the District shall make an equitable adjustment in the purchase price provided such additional costs are itemized and justified in writing, and submitted to District within ten (10) days of receipt of the change notification.

3. ***HANDICAP ACCESSIBILITY: VENDOR hereby warrants that any hardware or software products or services to be provided under this Purchase Order comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. VENDOR agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. VENDOR further agrees to indemnify and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the VENDOR's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Purchase Order.***

4. ASSIGNMENT OF PURCHASE: The VENDOR shall not assign or transfer by operation of law or otherwise any of all of its rights, burdens, duties, or obligations without the prior written consent of the District.

5. TERMINATION: The District reserves the right to terminate this Purchase Order for its own convenience with liability limited to the services or products delivered prior to the VENDOR's receipt of the District's termination notice. All blanket, open, or standing Purchase Orders will automatically terminate at the end of the District's fiscal year without prior notice to VENDOR.

6. TAXES: The District will pay only the State Sales and Use Tax and/or the Los Angeles County Local Sales and Use Tax, as applicable. The Federal Excise Tax is not applicable to the District. The District, upon request, shall furnish the VENDOR such Federal Tax exemption certificates. VENDOR will not include taxes in unit prices or labor rates used for billing purposes. Tax may be separately itemized.

7. WARRANTY: All products, materials, or services furnished under the purchase shall be in accordance with District specifications and guaranteed to be new and free from faulty design or workmanship. If upon inspection any item is found defective or of inferior quality, District may return such item to VENDOR at VENDOR's expense. Payment for any item prior to inspection shall not be construed to be an acceptance of an unsatisfactory or defective item. VENDOR shall reimburse District for any amount paid to VENDOR for such returned items.

8. HEALTH & SAFETY: All materials, equipment, and supplies must meet all Federal, State, and local requirements regarding Health and Safety. All shipments of hazardous and toxic material must include Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Rule 29 CFR 1919.1200, with copies sent to the Purchasing Department referencing the Purchase Order number.

9. DELIVERY/F.O.B. DESTINATION: Unless otherwise specified, the VENDOR shall be responsible for delivery and shall pay all related shipping costs, including prepaid freight changes. Time and manner of delivery are material factors in proper performance under the purchase.

10. INEMNIFICATION AND HOLD HARMLESS: VENDOR shall indemnify and hold DISTRICT, its officers, employees, volunteers, and agents, including the property of DISTRICT, free and harmless from any and all claims, suits, demands, causes of action, losses, damages, injuries, and expenses, rather actual or alleged, including, but not limited to, reasonable attorneys' fees, and liability arising from (i) the death or injury of any person or persons, or from the loss, damage or destruction of any property or properties caused by or connected with the actions, negligence, errors, or omissions of VENDOR or VENDOR's agents and employees, (ii) the use of any copyrighted materials or patented inventions, and (iii) VENDOR's breach of its obligations under this Purchase Order.

11. VENUE: This Purchase Order shall be governed by the laws of the State of California.

12. INSURANCE: VENDOR shall maintain Workers' Compensation insurance as required by statue and Commercial General Liability insurance adequate to protect VENDOR and VENDOR's obligations hereunder to protect the District from claims due to personal injury, including death, and damage to property, which may arise from operations under this Purchase Order. The VENDOR may be required to file with the District certificates of such insurance. Failure to furnish such evidence, if required, may be considered a material default of the VENDOR.

13. INVOICES AND PAYMENT: Unless otherwise specified, the VENDOR shall render invoices in duplicate for goods or services provided to the Accounts Payable Office at the address listed on the front of this Purchase Order. All invoices must indicate the assigned Purchase Order number. Invoices must also conform to the line items and unit prices in the Purchase Order. Unless otherwise noted, the District shall make payments on a net-30 day basis or within a reasonable time after VENDOR has completed its obligations hereunder and payment approval is granted by the authorized District Representative. The District may also require the submittal of an IRS Form W-9 for taxpayer identification. Any monies due the District from VENDOR can be set off from any monies due VENDOR from the District whether or not under this Purchase Order. VENDOR shall not invoice any fuel surcharges or pass through any other expenses not expressly noted on this Purchase Order.

14. LICENSES AND PERMITS: The VENDOR and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with furnishing of materials, articles, or services herein listed. All operations and materials shall be in accordance with the law.

15. VENDOR: The term "VENDOR," "SUPPLIER," or "CONTRACTOR" whenever appearing in this Purchase Order or any attachments shall mean the Seller or Supplier of goods or services named on the face of this Purchase Order and all individuals, officers, directors, employees, agents, contractors, or subcontractors of such Seller or Supplier. While engaged in carrying out the terms and conditions of the purchase, the VENDOR is an independent VENDOR, and not an officer, employee, or agent of the District.

16. ANTI-DISCRIMINATION: VENDOR agrees to adhere to all applicable laws that prohibit discrimination because of race, age, religion, sex, national origin, handicap, political affiliation, or belief.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY: (applicable to all orders or agreements funded in part or in whole with federal funds) - The Supplier agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).