

**THE FOLLOWING CONTRACT CONDITIONS ARE APPLICABLE TO
PURCHASE ORDERS ISSUED BY THE TOWN OF ORO VALLEY**

Applicable Law. This Purchase Order and Purchase Contract (if any) are to be interpreted and enforced according to the provisions of Arizona law, and Seller shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.

Assignment-Delegation. No right or interest in this Purchase Order shall be assigned by Seller without the written permission of the Town of Oro Valley (hereinafter referred to as the "Town"), and no delegation of any obligation owed, or of the performance of any obligation by the seller shall be made without the written permission of the Town's Procurement Administrator or designee. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Delivery of Goods. Seller shall transfer and deliver to the Town the goods stated on this Purchase Order.

Federal Immigration and Nationality Act. Vendor agrees to comply and maintain compliance with FINA, ARS 41-4401 and 23-214 which require compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Identification-Risk of Loss. Identification of the Insurable Interest in Goods under Section 2-501 of the Uniform Commercial Code shall occur at the moment that this Purchase Order is received by Seller. Risk of loss of the goods shall pass to the Town at the time that the goods are actually tendered for delivery.

Indemnification. Seller agrees to indemnify, defend, and save harmless the Town, its Mayor and Council, appointed boards and commissions, officers and employees, individually and collectively from all fines, suits, claims, demands, subrogations, actions or liability of any kind and nature arising out of the products or services furnished by the Seller.

Interpretation-Parol Evidence. It is understood by acceptance of this Purchase Order that this Purchase Order and purchase contract, if any, are intended by parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement unless specifically otherwise stated in writing. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence is a cause of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and

opportunity for objection. Whenever a term is defined by the Uniform Commercial Code is used in this agreement, the definition in the Code is to control.

Modifications. This Purchase Order can be modified or rescinded only in writing signed by the Town's Procurement Administrator or duly authorized representative.

Place of Delivery. The goods shall be delivered at Town's place of business as stated on this Purchase Order.

Remedies. Town and Seller shall have remedies afforded by the Uniform Commercial Code.

Right of Inspection. Town shall have the right to inspect the goods at the time and place of delivery before accepting them.

Title. Title to the goods shall remain with the seller until the Town actually receives the goods.

Waiver. No claim or right arising out of a breach by Seller of this Purchase Order 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 in writing signed by the Town.

Warranties. Seller warrants that the goods are merchantable and extends such other warranties as are set forth in the purchase contract (if any) and that the goods are as described in such purchase contract (if any) and on this Purchase Order.