

# SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY ("The Community")

## PURCHASE ORDER TERMS AND CONDITIONS

1. **Modification.** No modification of the purchase order shall bind the Community unless the Community agrees to the modification and such agreement is evidenced in writing on an amended Purchase Order.
2. **Packing and Shipping.** Seller will package goods in accordance with commercial practice to secure the lowest appropriate transportation cost, with requirement of the common carrier and with applicable specifications. Containers must be clearly marked as to destination address and purchase order number.
3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to the Community until the Community has actually received the goods at the point of delivery.
4. **Suspension and Debarment.** Seller certifies that it is not on the Federal SAM.gov database as a debarred or suspended entity.
5. **Invoice and Payment.** Materials shipped or Services provided against this Agreement shall be invoiced at the price set forth in the Order. Seller shall not invoice before shipment of Materials or Services are performed and Seller shall issue a separate invoice for each separate shipment. Unless otherwise specified on the Purchase Order, all properly submitted and undisputed invoices shall be paid within thirty (30) days of the later of the Community's Accounts Payable division's receipt of Seller's correct invoice or the date on which the Materials/Services are received by the Community. Seller agrees that it will take no adverse action against the Community for invoices not paid resulting from the Seller's failure to obtain or clearly reference purchase order numbers on the applicable invoices or accurately and properly invoice the Community. Payment of an invoice is not evidence or admission that the Materials or Services meet the requirements of the Order.
6. **Invoice Submittal.** All invoices shall be submitted via the Community's Vendor Portal at <https://secure.srpmic-nsn.gov/VendorPortal/xhtml/external/login.xhtml>. Each invoice must contain a valid 10-digit SRPMIC issued purchase order number, vendor issued invoice number, invoice date, and amount due. The invoice should also contain the remit to company name and address, payment terms, date of service or delivery, and a valid description of product(s) or service(s) delivered. Attached invoices and supporting documents should be uploaded in clear, legible format. Illegible invoices may delay payment.
7. **Inspection.** All goods are subject to final inspection and acceptance by the Community. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
8. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of the purchase order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
9. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
10. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings or samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by the Community shall not alter or affect the obligations of Seller or the right of the Community under the foregoing warranties.
11. **Assignment – Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of the Community, and no delegation of any duty of Seller shall be made without permission of the Community.
12. **Interpretation – Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is also intended to be a complete and exclusive statement of the terms of their agreement. 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 Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
13. **Indemnity.** Seller agrees to indemnify and save the Community harmless from any loss, damage or expense whatsoever resulting to the Community from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Community involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify the Community against all claims for damages to person or property resulting from defects in materials or workmanship.
14. **Compliance with all Federal Laws.** The funding for this purchase order may be provided (in whole or in part) from Federal sources and therefore may be subject to Federal regulations such as the anti-Kickback Act, Davis Bacon Act, Disadvantage Business Enterprise, Civil Rights Act, Buy American Act, Lobbying and Influencing Federal Employees, Equal Opportunity Act, Contract Work Hours Standard Act, and other federal requirements. Specific federal requirements, if any, will be included on the face of the purchase order.
15. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if the Community requests, a formal release of all liens will be delivered to the Community.
16. **Contract Number.** If a contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
17. **Tax Exempt Organization.** The Community is tax exempt organization, therefore, the sale or lease of tangible personal property including Motor Vehicles to affiliated Native Americans if the solicitation for the sale, signing of the contract, delivery of the goods and payment for the goods must all occur on the reservation.
18. **Conflict of Interest.** This Purchase Order is subject to cancellation by the Community if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Community is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
19. **Arbitration.** Any dispute or claim arising from, or relating to this Agreement, or breach thereof that cannot be resolved promptly by the parties shall be resolved by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association. It is understood that neither this Agreement nor the Rules of the American Arbitration Association shall confer jurisdiction on any courts of the State of Arizona or of the United States. It is further understood that arbitration as set forth in this paragraph is the exclusive remedy for any dispute, or claim related to this Agreement.
20. **Sovereign Immunity.** Nothing in this purchase order, related documents, or any current or future schedules, attachments, exhibits, amendments, or addenda, is intended to be or shall be construed as a waiver of the Salt River Pima-Maricopa Indian Community's sovereign immunity, except as may be provided in the Arbitration paragraph above.
21. **Applicable Law.** Contract may be construed pursuant to the common laws of the State of Arizona.