

PURCHASE ORDER

Please refer to this P.O. number on all shipments, invoices, and correspondence
 If submitting invoice via e-mail, please send to accounts payable@sedl.org

4700 Mueller Blvd., Austin, TX 78723
 Voice: 800-476-6861 • Fax: 512-476-2286
www.sedl.org

VENDOR _____

DATE _____

ADDRESS _____

CITY _____ STATE/ZIP _____

ITEM & DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TOTAL				

NON-TAXABLE ☐

LIMITED TAX PERMIT NO. 1 74-1545911-8
 EXEMPT PURPOSE: 501(C)(3) NON-PROFIT

The vendor agrees that it will not establish any claim to copyright or assert any right at common law or equity in any of the services and/or materials provided while performing the work described herein.



STANDARD TERMS AND CONDITIONS

Southwest Educational Development Corporation expressly limits acceptance to the terms set forth on the face of the purchase order, the following terms and conditions and attachments hereto:

1. PURCHASE ORDER CONSTITUTES COMPLETE AGREEMENT

This Purchase Order, including the terms and conditions on the face hereof, the following terms and conditions, and any attachments hereto, becomes the complete and final agreement between SEDL and Seller when accepted by acknowledgment or commencement of performance. Reference to Seller's bids or proposals, if noted on this Order, shall not affect terms and conditions hereof, unless specifically provided to the contrary herein, and no other agreement or quotation in any way modifying any of said terms and conditions will be binding upon SEDL unless made subsequent to this Purchase Order in writing and signed by an authorized representative of SEDL.

2. ADVERTISING

Seller shall not, without first obtaining the written consent of SEDL, in any manner advertise or publish the fact the Seller has furnished, or contracted to furnish to SEDL, the material and/or services ordered hereunder.

3. APPLICABLE LAW

The agreement arising pursuant to this Order shall be governed by the law of the State of Texas. Any rights, remedies, and warranties not inconsistent herewith available to SEDL by operation of law may only be waived or modified in writing by SEDL in a supplement to this Order.

4. ASSIGNMENT AND SUBCONTRACTS

Seller shall not assign the accounts receivable or subcontract this Order or any right or obligation thereunder without the written consent of SEDL. Purchase of parts and materials normally purchased by Seller or required by this Order shall not be construed as assignments or subcontracts.

5. PAYMENT

The Seller's right to payment is contingent upon SEDL's approval and acceptance of articles delivered or services rendered in accordance with the terms and specifications called for by this Order, but payment of the stipulated price is not evidence of SEDL's final acceptance of the articles or services called for in the purchase order. Payment of invoices will be made within thirty (30) days after receipt and acceptance of articles or completion and acceptance of services, or thirty (30) days after the delivery date specified on the order, whichever is later.

6. CONFIDENTIAL INFORMATION

Seller agrees not to disclose to any person outside of its employment, and for a period of three years from the receipt thereof, not to use for any purpose other than to fulfill its obligations under this Order, any information received from SEDL pursuant to this Order that has been disclosed to Seller by SEDL in confidence, and which is not other/wise publicly available. Upon termination of the Order, Seller agrees to return to SEDL upon request all drawings, blueprints, descriptions, or other material received from SEDL and all materials containing said confidential information. Seller further agrees not to disclose to SEDL any information that Seller deems to be confidential, and it is understood that any information received by SEDL will not be of a confidential nature.

7. PRICES

Seller represents that the prices specified in this order are based on current pricing data and do not exceed the current selling price for the same or substantially similar articles to any other purchaser, taking into account the quantity and schedule under consideration, and that such prices include all applicable federal, state, and local taxes, in effect on the date of this order, except any sales or use tax payable source.

8. EQUAL EMPLOYMENT OPPORTUNITY

There are incorporated in this Order provisions of Executive Order 11246 (as amended; of the President of the United States on Equal Employment Opportunity Rehabilitation Act) Section 402 of the Vietnam Era Veterans Readjustment Assistance Act, of 1974; and The American with Disabilities Act (ADA) of 1990, and the Rules and Regulations issued pursuant thereto with which the Seller represents that he will comply, unless exempted.

9. OFF-SPECIFICATION

Seller shall obtain from SEDL written approval of all off-specifications work.

10. PATENTS

Seller will settle or defend at Seller's expense SEDL, its (and pay any damage, costs, or fines resulting from) all proceedings or claims against SEDL, its subsidiaries and affiliates, and their respective customers, for infringement or alleged infringement by the goods furnished under this Order, or any part or use thereof, of patents (including utility models and registered designs) now or hereafter granted in the United States or in any country where Seller, its

subsidiaries, or affiliates heretofore has furnished similar goods. Seller will at SEDL's request identify the countries in which Seller, its subsidiaries, or affiliates heretofore has furnished similar goods.

11. WARRANTY

In addition to all other warranties expressed or implied in law, the Seller warrants that the items delivered hereunder will conform to all applicable specifications, drawings, samples, symbols or other descriptions furnished by SEDL, and will be merchantable, of first-class material and workmanship, and free from defects. In the event SEDL does not furnish herein one or more specifications that are included in Seller's current sales materials for the items delivered seller warrants that the items delivered will conform additionally to such specifications published by Seller. In case any such item shall be defective or otherwise not in conformity herewith, Seller shall at SEDL's option and in addition to all other remedies of SEDL, either credit SEDL for any such nonconformity or defects, or at Seller's expense replace, repair, or correct any such article. Seller agrees to make all corrections to the satisfaction of SEDL if Seller currently provides an extended warranty and/or maintenance contract covering the items delivered to any other customer of Seller. Seller agrees to offer, concurrent with acknowledgment of this purchase order, such extended warranty and/or maintenance contract to SEDL under the same terms and conditions.

12. INSPECTION

All supplies will be subject to final inspection and acceptance at destination, notwithstanding any prior payment. Final inspection shall be conclusive except regarding latent defects, fraud, and such gross mistakes as amount to fraud. Final inspection does not relieve Seller of its obligation under its warranty. SEDL may reject and hold at Seller's expense, subject to Seller's disposal, all supplies not conforming to applicable specifications, drawings, samples, or descriptions. Without limiting any other rights it may have, SEDL at its option may require Seller to repair or replace of Seller's expense any items of supplies ordered that fail to meet the requirement of applicable specifications, drawing, samples, or descriptions. Rejected supplies may not be retendered to SEDL by Seller unless notification of such past rejection is submitted with the retender and SEDL has consented to such retender.

13. PACKAGES

Packages must bear SEDL's order number and show gross, tare, and net weights and/or quantity. No charge for packaging will be allowed by SEDL unless otherwise agreed.

14. SHIPMENT OR PERFORMANCE OF SERVICES

Time is of the essence and shipment or performance of services must be made within the time stated on this Order, or, if none stated, within a reasonable time after placement of this Order. If Seller fails to deliver the items ordered, or to perform the services ordered in accordance with the delivery schedule herein, SEDL reserves the right to cancel this order without penalty to SEDL and to purchase elsewhere. Seller will pay for any loss incurred by SEDL, unless delay in making shipment or performance of services ordered is due to unforeseeable causes beyond control, and without the fault or negligence of Seller. Whenever an actual or potential problem is delaying or threatens to delay the shipment of the items ordered hereunder, or performance of services ordered hereunder, Seller shall immediately give written notice thereof to SEDL, including relevant information with respect thereto. No cause shall constitute a basis for excusable delay unless Seller has notified SEDL in writing of the existence of such cause ten (10) days from the beginning thereof.

15. TRANSPORTATION INSTRUCTIONS

Bill of Lading – Original or comparable shipping document must accompany invoice.

Cartage – No charge allowed by SEDL unless otherwise agreed.

Routing – Consolidate all daily shipments on one Bill of Lading when consigned to SEDL at one destination, unless otherwise agreed.

Premium Transportation – Charges appearing on Seller's invoice must be supported by a paid freight bill or equivalent when requested by SEDL.

Insurance – Seller agrees to bear the expense of insurance.

16. WAGES AND HOURS

Seller warrants that in the performance of this Order, she/he has complied with all of the provisions of the Fair Labor Standards Act of 1938 of the United States as amended.

17. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

If Seller does not have Workers' Compensation or Disability Benefits Insurance, Seller agrees to indemnify SEDL against all damages sustained by SEDL resulting from Seller's failure to have such insurance.