

## PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** No acknowledgement, or other document written or executed by Seller or forwarded by Seller to Purchaser after date of this Purchase Order, containing terms or conditions other than those specified herein or additional terms not addressed herein; shall be binding on Purchaser unless any such instrument shall be signed by the authorized representative of Purchaser, and such instrument shall have been delivered to Seller. In the absence of the execution and delivery of any such instrument by Purchaser, as aforesaid, all deliveries of goods and/or the rendering of services by the Seller to Purchaser shall be delivered, rendered, and accepted upon price, terms, conditions, and shall conform to specifications, set forth in this instrument.
2. **TERMINATION** Purchaser reserves the right to terminate this Order without cause at any time. This Agreement may be terminated immediately by Purchaser upon any breach hereof or violation of the law by Seller. If Seller fails to provide the goods or services in accordance with the terms of this Order, and should such failure continue for five (5) days after notice is provided by Purchaser to Seller of such failure, Purchaser may terminate this Order immediately.
3. **WARRANTY** Seller warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Seller has been informed of the use of the products, Seller also warrants that the items furnished hereunder are suited and appropriate for such use. Seller shall indemnify and save the Purchaser harmless from any breach of this warranty, and no limitations on Purchaser's remedy in Seller's documents shall operate to reduce this indemnification. Seller shall extend all warranties it receives from its vendors to Purchaser. This warranty is in addition to all warranties contained under the law. These warranties shall survive acceptance and payment by Purchaser.
4. **QUALITY, QUANTITY, DELIVERIES, AND PACKING** In the event that no quality is specified on the face hereof, the goods delivered and/or services rendered hereunder must be of the best quality applicable in the field. The quantity of goods indicated on the face hereof must not be exceeded without written approval of Purchaser. Seller shall ship and deliver goods and render services hereunder on the date or dates specified on the face hereof, unless prior written approval of any change in such date or dates is given by 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 prior to acceptance 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 hereof.
5. **INSPECTION** Notwithstanding prior payment and/or inspection by Purchaser, 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. However, failure to inspect and/or test by Purchaser shall not relieve the Seller of any responsibilities hereunder.
6. **REJECTED** If the goods shipped or to be shipped and/or services rendered hereunder are rejected, in whole or in part by Purchaser by reason of Seller's failure to comply with any of the terms, conditions and/or specifications contained herein, Purchaser, after so notifying Seller may: either return the rejected portion of such goods and/or the rejected portion of such services to Seller at Seller's expense or hold the same for such disposal as Seller shall indicate, without invalidating the remainder of this Purchase Order: or Purchaser may reject the entire shipment of such goods and/or reject the balances of goods and/or unrendered services. If goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected, as hereinabove provided, Purchaser may purchase like goods elsewhere and/or obtain like services elsewhere and charge Seller with any loss or damage (either direct or indirect) sustained by Purchaser (including, but not by way of limitation, any difference between the price paid by Purchaser for such like goods and/or services and the price specified on the face hereof) plus all costs of collecting the same (including, but not by way of limitation, attorney fees, and court costs). Purchaser shall not be obligated to pay for any goods shipped and/or services rendered which are rejected by it. No replacement of such goods shall be made without Purchaser's written consent.
7. **CHANGES** Purchaser shall have the right to make changes in this Order at any time and Seller agrees to accept such changes. In the event such changes result in additional costs, Purchaser shall make an equitable adjustment in the purchase price provided such additional costs are itemized for Purchaser by Seller within thirty (30) days of the change.
8. **AMENDMENT AND ASSIGNMENT** This Order may not be changed, modified, altered, or amended in any respect without the mutual written consent by authorized representatives of both parties. This Order may not be assigned by Seller or otherwise transferred, in whole or in part, by Seller without the prior written consent of Purchaser.
9. **ENTIRE AGREEMENT** Unless otherwise approved by the Purchaser or provided in this Purchase Order, this Order constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding its subject matter and supersedes any prior and contemporaneous offers, negotiations, and understandings, whether oral or written, between the parties.
10. **DOCUMENT ORDER OF PRECEDENCE** In the event of conflict between or among documents, the following order of precedence will apply:  
Purchaser Agreement signed by Purchaser and Seller (if any)  
Purchaser Purchase Order  
Seller's Quotation  
Seller's Documents (if any)
11. **CREDITS DUE** Any monies due Purchaser from Seller can be set off from any monies due Seller from Purchaser whether or not under this Purchase Order.
12. **INDEMNIFICATION** Seller hereby agrees to indemnify and hold Purchaser, its officers, employees, and agents, and each of them harmless from all claims, losses, expenses, fees (including attorney fees), costs, and judgments that may be asserted against Purchaser that result, directly or indirectly, from the acts or omissions of Seller, Seller's employees and Seller's agents, including without limitation any infringement of third party rights. In the event of any claim, Purchaser shall notify Seller of such claim in a reasonable amount of time. Purchaser reserves the right, but not the obligation to participate in the defense and to review all documents in connection with the claim. Seller shall not settle any such claim without the written consent of Purchaser. Seller, at its own expense, will maintain the appropriate and customary types and amounts of insurance including: (a) Workmen's Compensation at the maximum statutory limit as required for all its employees; (b) liability for bodily injury on a per occurrence basis; (c) property damage coverage on a per occurrence basis; and (d) vehicular liability insurance for injuries, including accidental death, on a per loss basis. If requested by Purchaser, Purchaser shall be named as additional insured on all applicable policies and shall receive thirty (30) day written notification of any changes to or cancellation of Seller's insurance policy (ies).
13. **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.
14. **SEVERABILITY** If any provision of this Purchase Order is held by any court or other tribunal to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court or other tribunal finds that any provision of this Purchase Order is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. **WAIVER OF RIGHTS** The failure of the Purchaser to strictly enforce any provision of this Purchase Order shall not be construed as a waiver or limitation of Purchaser's right to enforce and compel strict compliance with every provision of this Purchase Order.
16. **GOVERNING LAW** This Order shall be governed by and construed in accordance with the laws of the State of Arizona and the United States of America without reference to conflict of laws principles. The Superior Court of Maricopa County and/or the United States District Court for the District of Arizona shall have exclusive jurisdiction and venue over all controversies in connection with this Order, and each party irrevocably consents to such exclusive and personal jurisdiction and venue.
17. **GRATUITIES** Purchaser may, by written notice to the Seller, cancel this Order if it is found by Purchaser that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any

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officer or employee of Purchaser with a view toward securing an Order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Order. In the event the Order is terminated by Purchaser pursuant to this provision, Purchaser shall have no additional liability to Seller except to pay for goods or services delivered in accordance with this Order, up to the date of termination.

18. **LABOR DISPUTES** The Seller shall give prompt notice to Purchaser of any actual or potential labor dispute which delays or may delay performance under this Order.
19. **ADVERTISING** Except as required by law, Seller shall not publicize this Purchase Order or the transactions contemplated hereby, nor shall Seller use in any manner, the name or trademarks of Purchaser or its affiliates, without the prior written approval of Purchaser's authorized officer. Such publicity may include, but not be limited to press releases, paid advertisements, announcements at public events, trade shows, and conferences, promotional flyers and other materials.
20. **TITLE AND RISK OF LOSS** The title and risk of loss of the goods shall not pass to Purchaser until Purchaser actually receives the goods at the point or points of delivery.
21. **RELATIONSHIP** Seller acknowledges and agrees that the relationship with Purchaser is that of an independent contractor and nothing in this Purchase Order or related to Seller's performance of any obligation hereunder shall be construed to create an employee relationship between Purchaser and Seller or any of Seller's employees or agents. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.
22. **TRADEMARKS** All use of Purchaser trademarks by Seller shall be in accordance with Purchaser's guidelines indicated at [www.apollogrp.edu/trademarks](http://www.apollogrp.edu/trademarks). The trademarks associated with Purchaser are the sole and exclusive property of Purchaser, and Seller shall not acquire any right or interest in the trademarks of the Purchaser. All uses of the trademarks will inure to the benefit of Purchaser, and Seller will not contest the rights of the owner of the trademarks.
23. **OWNERSHIP** Any and all work products, materials, reports, etc. produced by the Seller in whole or in part pursuant to this Order, and any and all intellectual property rights thereto, including copyrights and patent rights, shall be the exclusive property of Purchaser.
24. **CONFIDENTIAL INFORMATION** Seller shall not reveal, duplicate, market or otherwise make available to persons outside of Purchaser, any information, documents, data or materials provided by Purchaser or produced by Seller in connection with this Order; or in any manner whatsoever through its working relationship with Purchaser, allow any other person, firm or corporation to copy, reproduce or disclose in whole or in part, in any manner, said information or materials, without the prior written approval of Purchaser.