

LEECH LAKE BAND OF OJIBWE TERMS AND CONDITIONS OF PURCHASE ORDER

CONTRACT OF SALE - This is an offer by the Leech Lake Band of Ojibwe acting through its Office for Purchasing Services (hereinafter called "Leech Lake"), to the Vendor to form a contract of sale. In making this offer, Leech Lake expressly limits the acceptance of said offer by Vendor to the following terms and conditions and the terms and conditions and other provisions set forth on the face of this Purchase Order. Leech Lake does not accept any prior offers from Vendors relating to the materials or services named herein which may be contained in Vendors quotations, correspondence, specifications or discussions. The entire agreement between Leech Lake and Vendor relating to the purchase and sale of the materials or services described on the face hereof is expressly set forth in this Purchase Order offer, and no modification or addition to this Purchase Order shall be of any force or effect unless it is in writing and signed by a authorized purchasing agent of Leech Lake, and no modification or addition to this Purchase Order shall be effected by any failure of either party to reject any form of acknowledgment or Purchase Order containing different or additional provision. Acceptance by Vendor of this offer by Leech Lake may be signified by Vendor's transmittal and Leech Lake's receipt of the attached acknowledgment copy of this Purchase Order, signed by an authorized representative of Vendor, or by commencement of performance hereunder. The failure of either party to enforce any rights shall not constitute a waiver of such right or any other rights under this Purchase Order.

1. **SPECIFICATIONS:** As used herein, the word "Specifications" shall mean the specification, qualities, nature, type properties, amounts, assortments and other descriptions of and requirements for the materials, articles and/or services (hereinafter called "Merchandise") as stated on the front of this Purchase Order and in the Request for Quotation (if any) pursuant to which this Purchase Order is issued.
2. **INSPECTION AND ACCEPTANCE:** All Merchandise shall be received subject to the right of inspection and rejection by Leech Lake. Merchandise which is defective or not in accordance with the Specification will be held for thirty days for the Vendor's instruction at Vendor's risk and expense; and if Vendor so directs will be returned at Vendor's expense, or to treat it in any manner consistent with law. Payment for Merchandise by Leech Lake prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims which Leech Lake may have against Vendor.
3. **CANCELLATION FOR NON-PERFORMANCE:** If Vendor fails to supply the Merchandise as specified or fails to conform to these Terms and Conditions, Leech Lake reserves the right; addition to other remedies) (a) to purchase the Merchandise from another source and (b) to cancel this Purchase Order with respect to merchandise not shipped.
4. **FORCE MAJEURE:** This Purchase Order is subject to cancellation or changes on written notice to the Vendor in the event of causes beyond Leech Lake's reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operation due to governmental orders or rulings, and the like,
5. **CANCELLATION FOR CHANGES FOR CONVENIENCE:** For its convenience, Leech Lake may cancel this Purchase Order in whole or in part or may change the Specification or other terms and conditions dealing with quantities, shipment procedures or times or places of performance, by notice in writing to the Vendor specifying the date upon which such cancellation or change shall become effective and the extent to which such performance hereunder shall be canceled or changed. Leech Lake and Vendor shall act in good faith to attempt to agree upon such lump sum or other compensatory financial agreement, in lieu of the price or prices elsewhere specified in this Purchase Order as the parties mutually agree is fair and equitable under the circumstances; such agreement shall be subject to the written approval of any governmental authority concerned with this Purchase Order or the Merchandise.
6. **CANCELLATION FOR CONFLICT OF INTEREST:** This order is subject to cancellation if there is found to be a CONFLICT OF INTEREST between a Leech Lake employee and Vendor. A CONFLICT OF INTEREST is deemed present for many reasons, including, but not limited to: (1) a Leech Lake employee and/or his or her spouse or un-emancipated and/or minor children own 10% or more of the assets of an unincorporated organization or 10% or more of outstanding stock of a corporation; (2) an employee receiving any personal financial advantage or compensation with any transaction in which Leech Lake might have an interest.
7. **SHIPPING AND ROUTING:** Shipping Terms are F.O.B. Leech Lake Band of Ojibwe unless otherwise stated on the face of the Purchase Order. Leech Lake reserves the right to specify a specific delivery location. Any shipments delivered to another location than specified will be the responsibility of the Vendor to have redelivered to the specific location or reimburse Leech Lake for any charges in moving the merchandise to the specific location. All Merchandise must be forwarded by the route taking lowest reasonable transportation rate in accordance with any special shipping instructions. Otherwise the difference in freight rate and extra cost of transportation will be Vendor's.
8. **EXTRA CHARGES:** No additional charges of any kind, including charges for boxing, packing, transportation or other extra will be allowed unless specifically agreed to in writing by authorized Purchasing Staff of Leech Lake.
9. **PATENTS, COPYRIGHTS AND TRADEMARKS:** Vendor warrants that the Merchandise does not infringe or violate any letters, patents, copyrights, trademarks or the like, and does not unlawfully disclose or make use of any trade secrets and covenants and agrees to hold harmless, defend and indemnify Leech Lake, and its agents, employees, successors, assigns, customers and users, against any all claims, demands or suits and related damages, liabilities, costs and expenses (including attorney's fees) arising out of any infringement or violation or unlawful use or disclosure of trade secrets. Vendor shall promptly report to Leech Lake, in reasonable written detail, each notice or claim of infringement of patent, copyright, trademark or trade secret, related Order or the Merchandise. Vendor shall promptly furnish to Leech Lake at its request all evidence and information in the possession or control of Vendor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Vendor. Vendor's obligations hereunder shall survive acceptance of the Merchandise and payment therefore by Leech Lake.
10. **WARRANTIES; NON-WAIVER; SET-OFF:** Vendor expressly warrants all Merchandise is in accordance with the Specification; is fit for the purpose for which similar materials and article are ordinarily employed, free from defects in materials and/or workmanship, and merchantable, and was not manufactured and is not being priced or sold in violations of any Federal, State or Local Law, including without limitation those relating to health and safety. Such to set-off any amount owing from the Vendor to Leech Lake against any amount owing from Leech Lake to the Vendor.

11. APPLICABLE LAW: The Leech Lake Band of Ojibwe is a sovereign nation and nothing in this contract is a waiver of the Band's sovereign immunity. The parties recognized that from time to time during the effectiveness of this agreement, disagreements may arise over interpretation of either or both parties' responsibilities. In the event disagreements do arise, the parties to this agreement will attempt to informally and amicably resolve the dispute. In the event such informal dispute resolution processes are not successful, both parties to this agreement consent to suit in the Tribal Court of the Leech Lake Band of Ojibwe. The court will utilize the Uniform Commercial Code, as it presently codified under Minnesota Statute Sections 336.1-101 et seq., and, to the extent applicable, Tribal law first, federal law second, and state law third.

12. INDEMNIFICATION: Vendor agrees to hold harmless, defend and indemnify Leech Lake against any and all claims, demands or suits by any persons and against related damages, liabilities, costs and expenses (including attorney's fees), which may arise out of this Purchase Order or the use, possession or ownership of the Merchandise related thereto, caused or contributed to by either: (a) the actions or omissions (whether or not negligent) by the Vendor or Vendor's agents or subcontractors including without limitation such acts or omissions to act, incident to the presence of the Vendor, its agents, and subcontractors upon Leech Lake premises in the course of performance under this Purchase Order; or (b) defective, unsafe or non-conforming Merchandise supplied by Vendor or Vendor's agents or subcontractors; or (c) Vendor's use and possession of Leech Lake's property as designated in Section 17 below. The term "Leech Lake" as used in this section includes Leech Lake and its agents, employees, successors, customers and users.

13. INSURANCE: Vendor will carry insurance to indemnify Leech Lake against any claims for loss, damages or injury to property or persons arising out of the performance by Vendor or its employees, agents or subcontractors under this Purchase Order and use, misuse or failure of any equipment or Merchandise used by the Vendor or its employees or agents, and shall provide certificates of such insurance to Leech Lake.

14. TAXES: Leech Lake is exempt from Federal Excise Tax - IRS Rev. Proc. 83-87, 1983-2 CB 606. And Minnesota State Sales and Use Tax - Section 297A.25, Subd. 11, Minnesota Sales and Use Tax Law.

15. ASSIGNMENT: The Vendor agrees that it will not assign this Purchase Order without prior written consent of Leech Lake.

16. SALE OR BANKRUPTCY OF VENDOR'S BUSINESS: If, during the life of this Purchase Order, the Vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser. In the event, the new owner (s) may, in Leech Lake's absolute discretion, be required to submit a performance bond on the amount of the balance of the Purchase Order. In the event of any suspension of payment or the institution of any proceedings by or against Vendor, voluntary or involuntary, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act. Or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of Vendor, Leech Lake shall have, in addition to the rights stated in the preceding sentences, the right to cancel this Purchase Order forthwith.

17. LEECH LAKE'S PROPERTY: All equipment or materials (including without limitation informational material) furnished by Leech Lake and all jig, fixtures, dies, tools and patterns charged by the Vendor to Leech Lake shall, unless otherwise agreed in writing, be the property of Leech Lake and shall be returned to Leech Lake at its written request. The Vendor will not use such equipment, material, jigs, tools and patterns in any business except its business with Leech Lake under this or other Purchase Orders.

18. OTHER LAWS AND REGULATIONS: Vendor shall comply with all applicable Tribal, Federal, State and Local laws and regulations. If this order is funded by the federal government, vendors are required to comply with all applicable laws.

19. BLANKET PURCHASE ORDERS: Blanket Purchase Orders are valid only for date and amounts listed. Leech Lake shall provide a list of signatures authorized to sign for merchandise/services under each agreement. Any deviations to dates, amounts or signatures, unless specified in writing, shall be considered unauthorized and invoice will not be honored.

20. COPYRIGHT OWNERSHIP: Copyright ownership rights to any works developed specifically for Leech Lake under this Purchase Order is hereby transferred and assigned to the Leech Lake Band of Ojibwe.

21. PAYMENT: Seller shall be paid after receipt of properly prepared invoice in accordance with Buyer's invoicing instruction for materials and supplies delivered to and accepted by Buyer or proper agreement upon receipt of goods or services to be paid in accordance with and according to the prices negotiated in the Purchase Order. Any adjustment in Seller's invoice due to shortages, rejection or other failure to comply with the provision of the order may be made by Buyer before payment. Discount period shall commence after the latest of final acceptance, delivery, receipt of any required documentation, or receipt of invoice. Delays in receiving invoice, errors or omission on invoice, or lack of supporting documentation required by the terms of the purchase order, will be cause for withholding settlement without losing discount privilege. **Invoices must reference Purchase Order number** and be accompanied by transportation receipt, if transportation is payable as a separate item. Invoices shall be mailed immediately after each shipment to: Leech Lake Band of Ojibwe, ATTN.: Accounts Payable- 6530 Hwy 2 NW, Cass Lake MN, 56633.