Great Minds Quote

Created Date	June 1, 2020	Quote Number	00109906
Expiration Date			
Prepared By	Craig Kerfoot	Contact Name	Cindy Lau
Email	craig.kerfoot@greatminds.org	Phone	(510) 667-3511
		Email	clau@slusd.us

Bill to Name	San Leandro Unified School District	Ship to Name	San Leandro Unified School District
Bill To	14735 Juniper Street San Leandro, CA 94579	Ship To	14735 Juniper Street San Leandro, CA 94579

Make payment to:
Great Minds PBC Tax ID: 84-3785772
Mail payment to:
Great Minds PBC
P.O. Box 200283
Pittsburgh, PA 15251-0283

Phone: 202.223.1854
Email: ordertracking@greatminds.org

Eureka - Online	ISBN	Quantity	Special Price	Total Price
Grade Multiple				
Homework Helpers Digital Subscription		540.00	$0.00	$0.00
Eureka Math Digital Suite: PK-12, 12-month subscription	978-1-63255-219-8	269.00	$150.01	$40,351.35

Online	$53,810.00
Solution Subtotal	$53,810.00
Discount	($13,458.66)
Shipping and Handling	$0.00
Sales Tax	$0.00
S&H Tax	$0.00
Total Solution:	**$40,351.35**

Great Minds Policies

Returns: Returned items must be received within 45 days of receipt. Returned items will incur a $50 return fee and 10% restocking fee. Damaged items will not be credited. A completed return authorization will be required for processing.

Reporting Missing/Damaged Materials: Please carefully review your shipment upon arrival. We will be glad to resolve any order discrepancies within 10 business days of receipt. Please report any discrepancies to Great Minds Customer

Success via info@greatminds.org. Any missing or damaged items reported after 10 days will be the responsibility of the customer to replace.

1) Applicability.
   a) These terms and conditions of sale (these "**Terms**") govern the sale of goods ("**Goods**") and the performance of all services ("**Services**") by Great Minds PBC or any affiliate identified on the Sales Confirmation (as this and all capitalized terms are defined herein) ("**Seller**"), to the purchaser ("**Customer**").
   b) An accompanying invoice, statement of work, and/or price quote (the "**Sales Confirmation**" and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.
   c) Customer accepts these Terms by making a purchase from or placing an order with Seller or otherwise requesting Goods or engaging Seller to perform or procure any Services. By accepting delivery of the Goods or by engaging the Seller to provide any Services, Customer agrees to be bound by and accepts these Terms unless Customer and Seller have signed a separate agreement, in which case the separate agreement will govern.
2) Delivery of Goods.
   a) Goods will be delivered within a reasonable time after the receipt of Customer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.
   b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Seller's fulfillment location (the "**Delivery Point**") using Seller's standard methods for packaging and shipping such Goods. Customer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.
   c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order.
   d) If for any reason Customer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Customer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Customer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
3) Non-Delivery.
   a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary.
   b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Customer gives written notice to Seller of the non-delivery within five days of the date when the Goods would in the ordinary course of events have been received.
   c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.
4) Shipping Terms. Delivery shall be made FOB Seller.
5) Title and Risk of Loss. Title and risk of loss passes to Customer upon delivery of the Goods at the Delivery Point.
6) Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
7) Inspection and Rejection of Nonconforming Goods.
   a) Customer shall inspect the Goods within 5 days of receipt ("**Inspection Period**"). Customer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Customer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
   b) If Customer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Customer's expense and risk of loss, the replaced Goods to the Delivery Point.
   c) Customer acknowledges and agrees that the remedies set forth in Section (b) are Customer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to Seller.
8) Services.
   a) Customer may order services from or through Seller from time to time.
   b) Where Services are ordered in a statement of work ("**SOW**"), each SOW hereby incorporates these Terms and constitutes a separate agreement with respect to the Services performed. Seller, or any of its affiliates on behalf of Seller, may execute a SOW. In the event of an addition to or a conflict between any term or condition of a SOW and these Terms, these Terms will control, except as expressly amended in the applicable SOW by specific reference to this Agreement. Each such amendment will be applicable only with respect to such SOW and not to any future SOW. Changes to the scope of the Services described in a SOW will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and the applicable SOW. Each SOW may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.
9) Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Seller in the course of delivering the Goods or performing the Services, including any items identified as such in the Order Confirmation (collectively, the "**Deliverables**") except for any Customer materials shall be owned by Seller. Seller hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Goods, the Deliverables and the Services.
10) Price.
   a) Customer shall purchase the Goods or Services, as applicable, from Seller at the price (the "**Price**") set forth in the Agreement
   b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.
11) Payment Terms.
   a) Customer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Customer shall make all payments hereunder by wire transfer and in US dollars.
   b) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof.
   c) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
12) Limited Warranty.
   a) Seller warrants to Customer that on the date of shipment of any Goods such Goods will materially conform to the specifications set forth in the Sales Confirmation and will be free from material defects in material and workmanship.
   b) Seller warrants to Customer that it shall perform any Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
   c) **SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
   d) Seller shall not be liable for a breach of the warranty set forth in Section 12)a) or Section 12)b) unless: (i) Customer gives written notice of the defect, reasonably described, to Seller within 10 days of the time when Customer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Customer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Customer's claim that the Goods are defective.
   e) The Seller shall not be liable for a breach of the warranty set forth in Section 12)a) if: (i) Customer makes any further use of such Goods after giving such notice; (ii) the defect arises because Customer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Customer alters or repairs such Goods without the prior written consent of Seller.
   f) Subject to Section 12)d) and Section 12)e) above, Seller shall, in its sole discretion, either: (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with these warranties, (c) repair or replace such Goods (or the defective part), or (c) refund amounts paid by Customer related to the portion of the Goods or Services not in substantial compliance, as applicable; provided, in each case, that, if Seller so requests, Customer shall, at Seller's expense, return any such Goods to Seller
   g) **THE REMEDIES SET FORTH IN SECTION 12)f) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 12)a) or SECTION 12)b).**
13) Limitation of Liability.
   a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
   b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**
   c) The limitation of liability set forth in Section 13)b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.
14) Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
15) Force Majeure. The Seller shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
16) Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
17) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
18) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
19) Governing Law.
   a) The construction and validity of these Terms shall be governed by the laws of the state where Customer is located, without giving effect to its conflict of laws rules, regardless of where any order was placed or filed, the place of performance of the Services or delivery of reports, or where any other act or performance occurred.
   b) All Services provided by Seller shall be deemed to be provided in the state where the Customer is located. Customer agrees to the exclusive jurisdiction of the federal and state courts located in the state where the Customer is located, with respect to the adjudication of any dispute arising out of or in connection with the provision of the Services or these Terms
20) Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
21) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.