

VANCOUVER PUBLIC SCHOOLS

TERMS AND CONDITIONS

1. ENTIRE AGREEMENT:

The provisions of this order are the result of negotiations between the parties. Such provisions, therefore, supersede any prior dealings between Buyer and Seller, and the rights and remedies contained here shall be governed without regard to any such course of prior dealings. Seller has satisfied himself as to the nature of the work. The character quality and quantity of materials and equipment which will be required, and all matters which can in any way affect performance hereunder. Purchasing personnel are the only persons authorized to negotiate procurement contract or commit funds for the District. Any work performed or other action taken under this purchase order in accordance with instructions of any individual other than the Buyer shall be at Seller's risk and without recourse to claim for reimbursement, unless such individual had been authorized during negotiations.

2. ACCEPTANCE:

Acceptance of this order or the furnishing of any products or acceptance of any payment by Seller under this order constitutes an unqualified acceptance by Seller.

3. PAYMENTS:

- The purchase order number must appear on all invoices and correspondences.
- Send an original invoice to:

Attention: Accounts Payable
Vancouver Public Schools
P.O. Box 8937
Vancouver, WA 98668-8937

- Payment will be made on original invoices only. The invoice must show the Purchase Order number, quantity, unit price, and amount for each item.
- Separate invoices are required for each Purchase Order.
- Upon the submission of proper invoice Seller shall be paid the prices stipulated herein for supplies delivered and accepted or services rendered and accepted.
- The Vancouver School District #37 is not exempt from paying Washington State sales tax. Sales tax charged to the Vancouver School District #37 should be reported on your Washington State excise tax return using local location number 065-000-934-3. For invoices not including sales tax the District will pay sales tax directly to the state.
- The Vancouver School District #37 is exempt from payment of federal Excise Tax. An exemption certificate will be furnished in lieu of payment of the Excise Tax, and prices quoted shall be exclusive of such Excise Tax.

4. PACKAGING AND TRANSPORTATION:

- All items shall be packaged for ease of handling and in such a manner as to insure their protection during shipment and storage unless otherwise specified on the face of this order. Prices set forth in this order include all charges for packaging and transportation to F.O.B. point.
- All goods to be F.O.B. destination unless otherwise noted. Seller shall at his expense and risk, transport goods to destination shown on the order, tender delivery and place on Buyer's dock.
- If the terms of this order require delivery F.O.B. place of shipment, Seller must at that place:
 - Ship the goods
 - Bear the expense of putting them in the possession of the carrier.
 - At Seller's risk, load the goods on board.
- THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, PACKING SLIPS, AND CORRESPONDENCE.**
- ALL SHIPMENTS MUST BE ACCOMPANIED BY A PACKING SLIP.**
- Goods are to be packed separately by PURCHASE ORDER NUMBER. Do not combine orders.

5. ASSIGNMENT AND SUBCONTRACTING:

- Monies due to Seller under this order may not be assigned in whole or in part by Seller without the prior written consent of Buyer. To the extent that any law, statute, regulation, or decision of any court, commission or regulatory body may or shall contain a contrary provision. Seller hereby waives the right to assert such contrary provision in support of any assignment.
- Seller shall not subcontract without Buyer's written consent, any portion of the work to be performed under this order other than the amount and of the nature indicated on Seller's quotation.
- "Any assignment permitted under this clause does not relieve either party from its duties or obligations under the terms and conditions of this purchase order."

6. EQUAL EMPLOYMENT/NONDISCRIMINATION:

The Vancouver School District #37 is an equal opportunity employer and many vendors and suppliers are covered by Title VII of the Civil Rights Act of 1964, as amended, the Washington State Law against discrimination and presidential executive order #11246. In entering this contract, vendors and suppliers assure the Vancouver School District #37 that they will comply with aforementioned statutory provisions and all other state, federal and local equal opportunity nondiscrimination laws.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY:

If federal funds are expended under this purchase order the contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Further, the contractor certifies that neither it nor its principals are presently debarred, declared ineligible or voluntarily/involuntarily excluded from participation in transactions by the State of Washington.

8. INDEMNIFICATION:

Any and all claims which hereafter arise on the part of any and all persons as direct or indirect result of Seller or its employee's(s) or agent's(s) performance or failure to perform duties pursuant to this purchase order, shall be the Seller's/Contractor's sole obligation and the Seller/Contractor shall indemnify and hold harmless Vancouver School District in full for any and all such acts or failure to act on the part of the Seller/Contractor or its employee(s) or agent(s).

9. QUALITY:

The Buyer is the sole judge of quality. Goods not conforming to order requirements will be returned for credit to the seller at Seller's expense.

10. SUBSTITUTIONS:

Seller agrees not to furnish substitutions for the items described herein without consent of the Buyer.

11. WARRANTY PRODUCT:

- Seller warrants that all articles furnished hereunder shall be free from all defects in material and workmanship and shall conform to drawing and specifications. Where design is Seller's, Seller warrants that all articles furnished shall be fit and sufficient for the purposes intended. The warranties of Seller, together with its service warranties and guaranties shall run to Buyer and it's customers. Said warranties shall remain in effect as to each item of material and as to each item assembled, furnished, serviced or repaired hereunder for a period of one (1) year after it is accepted at destination. Acceptance or payment or both, shall not affect Seller's obligation under this warranty. If, however, any articles furnished hereunder are standard commercial items, Buyer may at its discretion, accept by written notation on the face of the order. Seller's standard warranty for such articles in lieu of the warranty provisions set forth herein.
- Seller, upon notification by Buyer or breach of warranty, shall, at Buyer's direction, either repair or replace the defective article or material or agree to an equitable adjustment in the order price.

12. WARRANTY PRICE:

Seller warrants that the prices of the items set forth herein to not exceed those charged by Seller to any other customer purchasing the same items in like or similar quantities.

13. DEFAULT:

- Buyer may, by written notice of default to Seller, terminate this order or any part thereof if Seller (1) fails to deliver the articles or perform the services in accordance with the delivery schedule specified herein, or any extension thereof, or (2) fails to make progress as to endanger performance of this order, or fails to comply with any of the provisions of this order and does not cure such a failure within a period of (10) days, or such longer period as Buyer may authorize in writing, after receipt of notice from Buyer specifying such failure.
- In the event of termination pursuant to this clause, Buyer may purchase similar articles elsewhere or secure the manufacture and delivery of the articles by order or otherwise. Seller shall be liable to Buyer for any excess cost to Buyer, provided however, that Seller shall not be liable for such excess cost when the delay of Seller in making deliveries is due to causes beyond the control and without the fault or negligence of the Seller. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, must be beyond the control and without the fault or negligence of the Seller. No cause shall constitute a basis for excusable delay unless Seller has notified buyer in writing of the existence of such cause within ten (10) days from the beginning thereof.
- Buyer may, by written notice, terminate this order in whole or in part for default if, in Buyer's opinion, Seller appears to be insolvent or in an unsound financial condition so as to endanger performance.

14. SAFETY CONDITIONS:

All equipment furnished will be required to satisfy any applicable requirements of the Occupational Safety and Health Act and/or the Washington Industrial Safety and Health Act in effect at the time of delivery. It shall be the responsibility of the Seller to comply with this requirement insofar as compliance is within his control.

15. MSDS's:

MSDS's are required with the shipment of any hazardous chemical as defined by OSHA Hazard Communication Standard (49 CFR 1910,1200).

16. TERMINATION:

Buyer shall have the right to terminate this contract or order at any time or by notice in writing. In the event of any termination, the Buyer may pay the costs, if any, of settling or discharging the Seller's obligations for materials received prior to termination date.

17. ERRORS AND OMISSION:

Buyer is not to be held responsible for stenographic or clerical mistakes.