

NEW HANOVER COUNTY SCHOOLS TERMS AND CONDITIONS

Acceptance – Acceptance of this Purchase Order includes acceptance of all New Hanover County Schools' terms, conditions, prices, delivery instructions and specifications as shown on this Purchase Order or attached to and made a part of this Purchase Order. The terms and conditions of this Purchase Order control and take precedence over any conflicting terms in the documents of the vendor, construction contractor or service provider.

Prices – Invoices cannot exceed the net total of this order, which includes all sales and use taxes and shipping charges when applicable.

Tax – Any applicable North Carolina taxes shall be invoiced as a separate item. Vendor, contractor or service provider (as applicable), shall defend and indemnify the New Hanover County Schools for all: claims; costs; damages; expenses; or loss of refunds from the State of North Carolina of sales taxes paid directly or indirectly by the New Hanover County Schools; arising out of the failure of the vendor, contractor or service provider to pay all sales taxes due or to provide the correct information regarding sales taxes to the New Hanover County Schools, as specified herein in a timely manner.

Contractor's Sales Tax Report – Construction contractors shall submit with the "Application and Certificate for Payment," a notarized report entitled the "Contractor's Sales Tax Report, North Carolina State and Local Sales Taxes Paid." The contractor's sales tax report should include taxes paid during the payment period with respect to building materials, supplies, fixtures and equipment that have become a part of or annexed to, a building or structure erected, altered or repaired for the New Hanover County Schools. The following detail must be included on the contractor's sales tax report: vendor name (supplier) and address, type of materials purchased, project name, invoice number, invoice date, invoice amount, amount of state sales tax paid, amount of local sales tax paid, amount of total sales tax paid and the name of the county where the contractor accepted delivery of materials. The invoice amount and all taxes should be totaled by page and entirety in multiple pages. In addition, the cost of any property withdrawn from your warehouse stock should be itemized including any applicable North Carolina state and local sales or use tax paid. N.C.G.S. 105-164.14(c), Sales and Use Tax Bulletin 18-2, F.

Vendor's Sales Tax Information – Vendors or service providers other than construction contractors shall submit with each invoice the following information: vendor name (supplier) and address, type of materials purchased, type of services provided subject to sales tax, project name (if applicable), invoice number, invoice date, invoice amount, amount of state sales tax paid, amount of local sales tax paid, amount of total sales tax paid, the name of the county where the vendor or provider accepted delivery of any materials and any other information reasonably requested by the New Hanover County Schools to enable the New Hanover County Schools to track, report and obtain refunds from the State of sales taxes paid. The Vendor or service provider must include such information on each invoice or on a document attached to each invoice. At the request of the New Hanover County Schools, the vendor or service provider shall provide such information on a Form provided by the New Hanover County Schools and attach the notarized Form to each invoice.

Purchase Order Increases – All requests for price increases or additional shipping charges must be approved by the Purchasing Department in writing prior to shipment.

Additional Charges – The vendor will allow no boxing, packing, or cartage charges unless specifically authorized on the face of this Purchase Order.

Delivery – Each shipment must be plainly labeled with the Purchase Order Number, delivered to the "Ship To" address and marked to the attention of the Individual, department indicated on the face of this order. Deliveries must be made between 8:00AM. and 4:00 P.M., Monday – Friday. A complete packing list must accompany each shipment.

Rejected Materials – Upon rejection, substituted, damaged or defective goods will be returned to the vendor at the vendor's risk and expense. Materials received in excess of quantity specified on the Purchase Order, at the New Hanover County Schools' option, may be returned at the shipper's expense.

Invoices – All payments will be made from invoices only. Separate invoices must be submitted for each order. Invoices shall be consistent with Purchase Orders approved by the New Hanover County Schools in writing and shall be mailed to New Hanover County Schools, Accounts Payable Department, 6410 Carolina Beach Road, Wilmington, NC 28412. The Purchase Order number must appear on all invoices.

Terms – Payment terms are net 30 days after receipt of correct invoice or acceptance of goods and service, whichever is later.

Freight – Freight charges indicated on the Purchase Order are estimated. Only actual prepaid freight may be charged and must be shown as a separate item on vendor's invoice, unless freight is included in a bid price.

SDS – Safety Data Sheets must be provided with shipment of all chemicals.

Shipment by Second Party – In instances where goods are shipped against this Purchase Order by parties other than those specified on the Purchase Order, the shipper must be instructed to list the New Hanover County Schools' Purchase Order number on all packages, bills of lading, etc. to ensure prompt identification of order.

Year 2000 Compliance/Warranty – All products ("products" shall include, without limitations, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) shipped under this Purchase Order which performs any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of any purchase agreement.

Assignment – This Purchase Order may not be assigned in whole or in part without prior written approval from the New Hanover County Schools Purchasing Department.

Cancellation – The New Hanover County Schools Purchasing Department reserves the right to cancel this order in whole or in part at any time by written or telephone notice, effective upon receipt by vendor, contractor or provider, at no cost to the New Hanover County Schools.

Legal – It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State and Local laws and regulations relative thereto. The vendor, contractor or provider (as applicable), shall defend actions or claims brought against, and indemnify and save harmless, the New Hanover County School System and its officials and employees from claims, losses, costs, or damages by reason of any actual or alleged violation of such laws by vendor, contractor or provider.

Iran Divestment Act Certification – As of the effective date of this Purchase Order, the vendor, contractor or service provider listed on this Purchase Order certifies that such vendor, contractor or service provider is not listed on the Final Divestment List created by the NC State Treasurer, pursuant to the Iran Divestment Act, NC General Statute, 147-86.58, as it may be amended.