

SCHOOL DISTRICT OF HAVERFORD TOWNSHIP – HAVERTOWN, PA 19083

CONDITIONS OF SALE AND INSTRUCTIONS

1. Seller agrees to deliver only the exact quantity of goods in the order.
2. If Seller cannot deliver all of the order at one time, Seller agrees to hold the invoice until the order is delivered in full or make special arrangements with the Business Manager. Discount terms will be based upon date invoice is received and not date of invoice.
3. Seller agrees all invoices for materials and supplies shall show the date of purchase, unit price, the quantity and quality of articles purchased and shipped, the number of the order, and if the purchase is under contract, the number and date of the contract.
4. Seller agrees that no material or supplies specified on this order shall be invoiced at higher than last quoted without first notifying in writing and obtaining written approval from the Business Manager.
5. Separate invoices for each delivery shall be prepared in duplicate and directed to:

School District of Haverford Township
Accounts Payable
50 E. Eagle Rd
Havertown, PA 19083

INVOICES SENT TO ANY OTHER ADDRESS MAY NOT BE RECEIVED OR HONORED FOR PAYMENT.

6. Seller warrants items supplied hereunder to conform to specifications, to be free from defects, to be fit for purpose intended, and to be of good, first-class quality and workmanship.
7. Payment for items shall not constitute acceptance, but all items shall be received subject to Buyer's inspection and rejection.
8. Transportation and other charges arising from delivery, storage and return of defective, incorrect or excess items are chargeable to the Seller. Any such items will be held for Seller's instruction, or, at the option of Buyer, will be returned to Seller, in either case at the Seller's risk and expense. Items delivered after notice of cancellation is mailed shall be deemed an excess item.
9. Buyer reserves the right to cancel all or any part of this order without liability except to pay the contract price for items delivered prior to notice of cancellation less any damages suffered by Buyer, (1) if not filled in accordance with the contract; or (2) if Seller makes an assignment for benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller, or Seller suspends or ceases its business operations. If delivery is not made within the agreed time and Buyer cancels the order and makes purchases elsewhere, or obtains more expensive material than specified herein, Seller will indemnify Buyer for any resulting loss, expenditure, damage, or additional expense whatsoever.
10. Purchase Order number must appear on all packages, invoices, and correspondence.
11. Deliver material specified ALL CHARGES PREPAID via parcel or motor freight door to door delivery. No additional charges of any kind, including charges for boxing, packing, cartage, or other extras will be allowed unless specifically agreed to in writing in advance by Buyer.
12. **The School District of Haverford Township accepts no responsibility for a P.O. which does not have a completed P.O. number and the approval of the Business Manager.**
13. All purchase orders based on a sealed bid must be invoiced at the bid price and the Seller agrees that all conditions and specifications of the bid documents will be strictly adhered to.
14. The School District of Haverford Township is a political sub-division of the Commonwealth of Pennsylvania and as such is exempt from all taxes.
15. The Seller agrees to notify the school district if the prices stated on the purchase order are more than 10% in excess of the stated value on the purchase order prior to processing the order. If approval is not obtained for this deviation, the invoice will not be honored and the ordered goods may be returned at the Seller's expense.
16. The terms of this purchase order, any contract signed by the School District, any specifications or bidding documents issued by the School District ("Buyer's Terms"), and the terms of any bid submitted by Seller, and of any standard manufacture or Seller warranties which are consistent with the buyer's terms and do not limit the Buyer's rights or remedies shall constitute the entire contract between Buyer and Seller. Buyer shall not be bound by any inconsistent or supplemental terms in any form issued by the Seller.