

YES Prep's Purchase Order Terms and Conditions

DEFINITIONS:

YES Prep – YES Prep Public Schools also known as District or YES Prep.

Buyer – YES Prep employee assigned by district to purchase goods and services.

Vendor – Person or entity that provides goods and/or services for YES Prep. A vendor includes but is not limited to architects, engineers, contractors, consultants, service providers, suppliers, resellers, retailers, manufacturers and dealers.

PURCHASE ORDERS : YES Prep Public School's Purchasing Policy requires that all orders have a purchase order number before shipment of the product and, or, before rendering any services. Invoices that are received without Purchase Order information or with words "VERBAL" may **NOT** be paid by YES Prep Public School and the invoice will be returned to the supplier. Also, requisition numbers are **not** a valid authorization to purchase or order goods and services.

ACCEPTANCE: This order constitutes a binding contract between the Vendor and YES Prep to furnish goods/services as stated on the Purchase Order. Under no circumstances is the amount of this order to be exceeded without prior approval of **YES Prep**. No substitution of materials of any kind or change in, cancellation of, waiver of, or exception to any of the terms or specification of any purchase order, contract, or service agreement will be recognized unless authorized in writing by **YES Prep**.

CANCELLATION: Time is of the essence in this order. Buyer reserves the right to cancel this order, or any portion of this order, without liability, if; (1) delivery is not made when and as specified; (b) Vendor fails to meet contract commitments as to exact time, price, quality or quantity; (c) Vendor ceases to conduct its operation in the normal course of business; (d) Vendor is unable to meet its obligations as they mature; (e) proceedings are instituted against Vendor under the bankruptcy laws or any other laws relating to the relief of creditors; (f) a receiver is appointed or applied for by Vendor;

DELIVERY OF ITEMS: All YES Prep vendors shall deliver complete orders, unless previously informed to and accepted by the end user. Any deliveries not made in full are subject to a delay of payment by Yes Prep's Accounting Department. Items shipped to the incorrect location by the vendor will be the responsibility of the vendor to correct. The vendor will be required to cover shipping charges to ship the items to the correct location. YES Prep will only deliver the items to the correct location if there was an incorrect shipping address listed on the purchase order. A packing slip is required with each shipment. Supplier packing slips and invoices must reference the purchase order number or indicate if the purchase was made with a credit card. **There are no loading docks, forklifts, or ramps at any YES Prep locations.** Such liftgate or inside delivery charges that were not communicated to YES Prep are to not delay the shipment of the order and are not to be invoiced at a later date.

PAYMENT: YES Prep Public Schools follows a **NET 30 Day Term** as the purchase order payment method. The processing of a YES Prep issued purchase order confirms your acceptance of these payment terms. If a vendor wishes to request a differing payment method, this payment method request must be submitted to Yes Prep Public School's Accounts Payable Department for approval. **YES Prep reserves the right to deny the payment method submitted.** All invoices shall be sent to the Attention of **YES Prep Public Schools Accounts Payable Department, 5515 South Loop East Suite B Houston TX 77033** or via email: checkrequest@yesprep.org, however, will not be paid until all of the items on the order are inspected, confirmed received by the end user. All check requests must have supporting documents, such as order forms, registration forms, Invoices etc. The District's purchase order number shall appear on all invoices. All invoices shall include the following: purchase order number; invoice date, name of company, brief description of the item, quantity, unit price, and extended price; complete mailing address and telephone number; any other substantiating documentation or information as required by the purchase order. Invoices will only be paid after the goods or services are received, therefore, prepayments in any form are not acceptable.

PRICE DISCREPANCIES: Purchase orders with incorrect pricing shall be communicated to procurement@yesprep.org. Credits issued to the district due to price discrepancies shall be sent to checkrequest@yesprep.org

DISPUTE RESOLUTION: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

RETURN OF ITEMS: YES Prep reserves the right to return damaged, incorrect or late orders, **free of charge** to the district. Damages or discrepancies in orders shall be reported to the vendor as soon as becoming aware. Items that are received after the date required or requested, are subject to be denied delivery, unless previously communicated to and accepted by the end user.

INSURANCE: Vendor shall maintain such public liability insurance, including products liability, completed operations, contractors' liability and protective liability, automobile liability insurance (including non-owned automobile liability) and Workmen's Compensation, and employer's liability insurance as will adequately protect **YES Prep** against such damage, liabilities, claims, losses and expenses (including attorney's fees). Vendor agrees to submit certificates of insurance evidencing its insurance coverage when requested by Buyer.

GOVERNING LAW, VENUE: The Texas Uniform Commercial Code shall govern this agreement. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the state of Texas as effective and in force on the date of this agreement and both parties agree that venue for any litigation arising from this agreement shall lie in Houston, Harris County, Texas. CONTRACTOR agrees to abide by all local ordinances, state and federal laws in the provision of its services, activities or programs to the DISTRICT, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, et seq., 29 CFR §1630, et seq.; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, et seq.; the Family Educational Rights and Privacy Act, 20 USC §1232g, et. seq., 34 CFR §99.1, et seq.; Title IX of the Education Amendments of 1972, 20 USC §1681 et seq., 34 CFR §106.1 et seq. and any applicable federal, state, local and private grant requirements.