

TERMS AND CONDITIONS

1. Purchaser will not be responsible for any goods delivered without a purchase order.
2. Seller will send separate invoices referenced with the purchase order number for each purchase order.
3. No boxing, packing, or cartage charges will be allowed by purchaser unless specifically authorized on the face of this order.
4. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice and not from the date of the invoice or shipment. Invoices shall be in TRIPLICATE.
5. Price increases, changes, or deletions will not be effective without approval by Purchasing Department. If a price is omitted on order, except where order is given in acceptance of quoted prices, it is agreed that the seller's price will be the lowest prevailing market price and in no event is this order to be filled at higher prices than last previously quoted or charged without purchaser's written consent. Seller will invoice at lowest net price offered to any other customer for the same articles in like quantities unless otherwise specified on this purchase order.
6. In the event of seller's failure to deliver as and when specified, purchaser reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and seller agrees that purchaser may return part or all of any shipment so made and may charge seller with any loss or expense sustained as a result of such failure to deliver.
7. In the event any article sold and delivered hereunder shall be covered by any patent, copyright, or application therefor, seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article in violation of rights under such patent, copyright, or application.
8. In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection with the use or sale of such article and are contributed to by said defective condition.
9. If seller performs services or constructs, erects, inspects or delivers hereunder, seller will indemnify and save harmless buyer from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection therewith.
10. Seller represents and warrants that no Federal or state statute or regulation, or municipal ordinance, has been or will be violated in the manufacturing, sale, and delivery of any article or service sold and delivered hereunder and if such violation has or does occur, seller will indemnify and save harmless purchaser from all loss, penalties, or the payment of all sums of money on account of such violation.
11. Purchaser may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
12. If seller performs services or constructs, erects or provides inspections services hereunder, seller will be properly licensed in accordance with the requirements of the State of California. Seller shall comply with all Federal and State of California regulations governing the construction erection of alteration of facilities, including but not limited to the provisions of the California Labor Code, division 2, part 7, chapter 1, articles 1-5 and the Uniform Building Code, title 24 and section E.
13. In compliance with Federal law, as contained in 40 CFR, part 763.84 (d), by receipt of this Purchase Order the seller is hereby advised of the availability of information relative to the location(s) of asbestos containing building material (ACBM). The District assumes no responsibility for providing seller with training or protective equipment.
14. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements, by seller or by any terms stated in seller's acknowledgment unless same be accepted in writing.