

Conditions of Sale and Instructions

1. Seller agrees to deliver only the exact quantity of goods specified in the order.
2. If seller cannot deliver all of the order at one time, he agrees to hold invoice until the order is delivered in full, or make special arrangements with the Purchasing Department at the "ship to" address.
3. The 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 and the number and date of the contract
4. The Seller agrees that no material nor supplies specified on this order shall be invoiced at higher than last quoted without first notifying in writing the Business Administrator.
5. All invoices shall be prepared for each Order No. and directed to
 - Pottsgrove School District
1301 Kauffman Road
Pottstown Pa 19464
Attn: Accounts Payable
6. Seller warrants items supplied hereunder to conform to specifications, to be free from defects, to be fit for purpose intended, of due quality and workmanship, and Seller will indemnify Buyer against all liabilities for damages or injuries incurred by Buyer as a result of defective material or workmanship on the items supplied hereunder.
7. Payment for items shall not constitute acceptance, but all items shall be received subject to Buyer's inspection and rejection. Seller agrees to extend the discount/Payment period on all invoices to the day after the second Tuesday of the month for invoices received after the 1st of the prior month.
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 instructions, 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 part of this order without liability except to pay the contract price for items delivered prior to notice of cancellation (1) if not filled within 90 days or in accordance with the agreement, or (2) if Seller makes an assignment for benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller.
10. Purchase Order numbers must appear on all packages, invoice and correspondence.
11. Deliver material specified ALL CHARGES PREPAID via parcel or motor freight door to door delivery.