

## SOUTH WHIDBEY SCHOOL DISTRICT PURCHASE ORDER PAGE 2 – TERMS & CONDITIONS

- USE PO NUMBER ON ALL INVOICES, PACKAGES & CORRESPONDENCE
- PACKING SLIPS MUST BE INCLUDED WITH EACH SHIPMENT
- SHIP FREIGHT PREPAID AND CHARGE AS SEPARATE ITEM. NO C.O.D.'S
- **DO NOT INVOICE SCHOOLS** - MAIL ALL INVOICES TO: OR EMAIL TO:  
SOUTH WHIDBEY SCHOOL DISTRICT #206 ACCTSPAY@SW.WEDNET.EDU  
ATTN: ACCOUNTS PAYABLE  
5476 MAXWELTON RD  
LANGLEY, WA 98260

### TERMS AND CONDITIONS

1. **Definitions.** The term "Purchaser" means South Whidbey School District and the term "Vendor" means the person, firm or corporation from whom the merchandise or work has been ordered.
2. **Contract.** This form, when properly signed and bearing a Purchase Order Number is the only form which will be recognized by the Purchaser as authority for charging merchandise to its account. The Vendor, without written consent of the signee shall not make any changes, alterations or variations in the terms of the Purchase Order. No terms stated by the vendor in accepting or acknowledging this order shall be binding upon the Purchaser unless accepted in writing by the Purchaser.
3. **Invoice.** Invoice must be clearly legible and must properly identify the Purchase Order number, item numbers, quantities, unit price, total amount and description of merchandise being invoiced; and must show the name of Building or Department to which the merchandise was delivered or shipped. Invoices must be sent to the address above. **DO NOT INVOICE SCHOOLS.** District payment terms are **net 60 days**.
4. **Taxes.** Purchaser is NOT sales tax exempt. Purchaser is exempt from all federal excise taxes.
5. **Delivery.** The Vendor shall deliver the materials, equipment or supplies, or cause the work to be performed within the time and manner specified in the Purchase Order.
6. **Inspection.** All merchandise is subject to Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If, upon inspection, any merchandise is found to be unsatisfactory, defective or inferior quality or workmanship, or fails to meet the specification or any other requirements of this order, Purchaser may return such merchandise to Vendor at Vendor's expense. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Vendor shall reimburse Purchaser for any amounts paid by Purchaser, including any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
7. **Warranty.** Vendor warrants that the merchandise will conform to its description and any applicable specifications; shall be of merchantable quality and for the purpose for which it is sold. This warranty is in addition to any standard warranty of service guarantee given by the Vendor to the purchaser.
8. **Title.** Vendor warrants that the merchandise it is selling to Purchaser is free and clear of all liens and encumbrances and that Vendor has a good marketable title to the same.
9. **Compliance.** Vendor agrees that goods delivered shall comply with all ordinances, laws and lawful regulations applicable to the purchase, manufacture, processing and delivery of the merchandise and shall obtain and pay for all required licenses and permits.
10. **Suspension and Debarment.** By acceptance of this purchase order, the Vendor certifies that neither the Vendor nor its principals are presently debarred, suspended, proposed for debarment or declared ineligible or voluntarily excluded for the award of contracts by any Federal government agency or department.
11. **Material Safety Data Sheets.** Vendor must provide MSDS documentation for any hazardous materials. Vendor must include MSDS documentation with each shipment.
12. **Public Works Projects.** If the project is identified as a Public Works on the face of this form, it is subject to Prevailing Wages and may be subject to other Public Works requirements such as Performance Bonds, Payment Bond, Retainage and Additional Insured Endorsement Certification.
13. **Nondiscrimination.** The South Whidbey School District #206 (SWSD) does not discriminate, and Title IX requires the schools not to discriminate, on the basis of sex, race, creed, religion, color, national origin, age, marital status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.  
  
The following employees have been designated to handle questions and complaints of alleged discrimination: Affirmative Action/Title IX/RCW 28A.640 /RCW 28A.642 compliance officer, Dan Poolman, [dpoolman@sw.wednet.edu](mailto:dpoolman@sw.wednet.edu), or Section 504/ADA coordinator, Superintendent Dr. Josephine Moccia, [jmoccia@sw.wednet.edu](mailto:jmoccia@sw.wednet.edu), 5476 Maxwelton Road, Langley, WA 98260, 360-221-6100. SWSD Title IX training is available to all employees and is located at <https://www.sw.wednet.edu/cms/One.aspx?portalId=465833&pageId=27661249>
14. **Crimes against Children.** The Vendor shall not utilize any employee at a District site or allow any contact between school children and any employee when an employee has pled guilty to or been convicted of any felony crime against a child under RDC 9A.42, RCW 9A.32, RCW 9A.36, RCW 9A.68, RCW 9W.44, RCW 9A.88, RCW 9A.64.030 or violation of similar laws of another jurisdiction. Any failure by the seller to comply with this section shall be grounds for South Whidbey School District to terminate the contract.