

LAKE WASHINGTON SCHOOL DISTRICT'S STANDARD TERMS AND CONDITIONS

1. **Entire Agreement:** This purchase order, when properly signed and bearing a purchase order number, is the only form which will be recognized by Purchaser as authority for charging merchandise or services to its account and supersedes all prior negotiations and dealings between the parties. Seller has satisfied himself as to the nature of the work, the character, quality and quantity of materials and equipment which will be required, and all matters which can in any way affect performance hereunder. The Seller, without written consent of the Purchasing Agent, shall not make any changes, alterations or variations in the terms of the purchase order. Any work performed or other action taken under this purchase order in accordance with instructions of any individual other than the Purchaser shall be at Seller's risk and without recourse to claim for reimbursement, unless such individual had been authorized during negotiations. Time is of the essence of this order.
2. **Invoice:** Send invoice to billing address stated on purchase order and identify the purchase order number, item numbers, quantities, unit price, total amount and a coherent description of merchandise being invoiced. All purchase orders will be F.O.B. destination unless otherwise authorized. If not sold F.O.B. destination prepay shipping charges, if any, and add to invoice. Packing list must be enclosed with each shipment. Goods other than those specified on this purchase order must not be substituted without prior authorization from Purchaser. No C.O.D.'s will be accepted. All items shall be packaged for ease of handling and in such a manner as to insure their protection during shipment and storage unless otherwise specified on the face of this order. Prices set forth in this order include all charges for packaging and transportation to F.O.B. point.
3. **Payments:** The purchase order number must appear on all invoices and correspondence. This order is subject to Washington State sales tax, although Purchaser is exempt from all federal excise tax. Lake Washington School District (LWSD) exemption No. 91-74-0071K.
4. **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 of inferior quality or workmanship, or fails to meet the specification or any other requirements of this order, Purchaser may return such merchandise to Seller at Seller'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, Seller shall reimburse Purchaser for any amounts paid by Purchaser on account of the purchase price of such returned merchandise and any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
5. **Warranty:** Seller warrants that all articles furnished hereunder shall be free from all defects in material and workmanship and shall conform to any applicable specifications and for the purpose for which they are sold. Said warranties shall remain in effect for a period of one year after it is accepted at destination. This warranty is in addition to any standard warranty or service guarantees given by the Seller to the Purchaser, and Purchaser may, at its discretion, accept Seller's standard warranty for such articles in lieu of the warranty provisions set forth herein. Seller, upon notice from Purchaser, shall at Purchaser's discretion, either repair or replace the defective article or merchandise or agree to an equitable adjustment in the order price.
6. **Warranty Price:** Seller warrants that the prices of the items set forth herein do not exceed those charged by Seller to any other customer purchasing the same items in like or similar quantities.
7. **Title:** Seller warrants that the merchandise it is selling to Purchaser is free and clear of all liens and encumbrances and that Seller has a good marketable title to same. The Purchaser is the sole judge of quality. Goods not conforming to order requirements will be returned for credit to the Seller at Seller's expense.
8. **Assignment and Subcontracting:** Seller may not assign this order without Purchaser's prior consent. Seller shall not subcontract, without Purchaser's written consent, any portion of the work to be performed under this order other than the amount and of the nature indicated on Seller's quotation.
9. **Nondiscrimination:** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other Agreement.
 - b. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
 - c. **Default.** Notwithstanding any provision to the contrary, District may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until District receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), District may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
 - d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. District shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe District for default under this provision.
10. **Default:** Purchaser may, by written notice of default to Seller, terminate this order or any part thereof if Seller (1) fails to deliver the articles or perform the services in accordance with the delivery schedule specified herein, or any extension thereof; or (2) fails to comply with any of the provisions of this order and does not cure such failure within a period of ten (10) days after receipt of notice from Purchaser specifying such failure. In the event of termination due to default and failure to cure, Purchaser may purchase similar articles or services elsewhere. Seller may be liable to Purchaser for any excess cost to Purchaser, provided however, that Seller shall not be

liable for such excess cost when the delay of Seller in making deliveries is due to causes beyond the control and without the fault or negligence of the Seller. Such causes may include, but are not restricted to acts of God, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. No cause shall constitute a basis for excusable delay unless Seller has notified Buyer in writing of the existence of such cause within ten (10) days from the event.

11. Applicable Law: This agreement shall be governed by the laws of the State of Washington.
12. Material Safety Data Sheets: Seller must provide MSDS documentation for any hazardous materials. Seller will mail MSDA sheets to Lake Washington School District, Risk Management, PO Box 97039, Redmond, Washington 98073.
13. Indemnification: Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Seller or its employee's(s') or agent's(s') performance or failure to perform duties pursuant to this agreement/purchase order, shall be the Seller's/Contractor's sole obligation and the Seller/Contractor shall indemnify and hold harmless Lake Washington School District in full for any and all such acts or failures to act on the part of the Seller/Contractor or its employee(s) or agent(s).
14. Safety Conditions: All materials or equipment furnished will be required to satisfy any applicable requirements of the Occupational Safety and Health Act ("OSHA") and/or the Washington Industrial Safety and Health Act ("WISHA") in effect at the time of delivery. It shall be the responsibility of the Seller to comply with this requirement insofar as compliance is within its control.