

## TERMS AND CONDITIONS

1. **ACCEPTANCE** - Acknowledgement of or commencement of performance on this order constitutes acceptance of all terms and conditions including price, delivery and bid specifications. Any changes, additions or deletions by Seller must be accepted in writing by the Pennsauken Township Public Schools (PTPS) Administration.
2. **CONTRACT** - Seller and (PTPS) agree that this order and the acceptance thereof shall be a contract made in the State of New Jersey and governed by the Public Schools Contracts Law and Regulations.
3. **DELIVERY** - Unless otherwise specified delivery is to be completed within ninety days. PTPS reserves the right to cancel this order in whole or in part without penalty if the delivery requirements are not met.
4. **PRICING** - Seller's price shall not exceed the price indicated on this order unless otherwise agreed to in writing. Any increase must be approved in writing by PTPS purchasing department prior to shipment.
5. **CHANGES** - Changes to any purchase agreement must be mutually agreed upon between PTPS and Seller through written approval and/or change order prior to shipping goods or completing services.
6. **OVERSHIPMENT** - Over shipments will be accepted and paid for or returned (at Seller's expense) at the discretion of PTPS purchasing department.
7. **PAYMENT TERMS** - Payment will be made at the Board's regularly held meeting as scheduled by the Pennsauken Township Board of Education. Normal meeting days are the third Thursday of each month. Payment will only occur when the Board has received the services and products requested in this specification. Payment may be delayed from time to time depending on the Board of Education meeting schedule. The Pennsauken Board of Education complies with P. L. 2018, c. 127, S 2, eff. Feb.1, 2019, codified as N.J.S.A. 18A:18A-10.1. "Unless otherwise provided for in the contract, the required payment date shall be 90 calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services are rendered." "Interest shall be paid at the rate specified by the State Treasurer for State late payments to business concerns pursuant to section 4 of P. L. 1987, c.184 (52:32-35).
8. **WARRANTY** - Seller warrants that all goods and services applicable to this order will be free from defects in material and workmanship, will be fit and sufficient for the purposes intended and (where applicable) will conform strictly to PTPS's specifications or samples. These warranties shall service acceptance of the goods and services. These warranties shall be in addition to any expressed or implied warranties of additional scope given to PTPS by Seller or implied by law.
9. **INSPECTION AND REJECTION** - Final inspection shall be on PTPS premises. Material or workmanship deemed not acceptable to PTPS shall be returned to Seller at Seller's expense and replacement or cancellation without obligation at PTPS discretion.
10. **AFFIRMATIVE ACTION** - Seller is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
11. **PREVAILING WAGE ACT** - Pursuant to N.J.S.A. 34:1 I-56.25 et seq. Seller shall adhere to all requirements of the New Jersey Prevailing Wage Act on projects for public work.
12. **RIGHT TO KNOW ACT** - Pursuant to N.J.A.C. 8:59:5.1 all items which contain chemicals must comply with the New Jersey Right to Know statute. Information and labels are required with every item and every delivery; if not received, the order will not be accepted.
13. **TAXES** - Local school districts, as political subdivisions of the State of New Jersey, are exempt from the New Jersey Sales and Use Taxes, pursuant to Section 9(a) of the New Jersey Sales and Use Tax Act when purchasing items and services for their own use.
14. **HOLD HARMLESS CLAUSE** -The Seller will indemnify and hold harmless PTPS from all claims, suits or actions and damages or costs of every name and description to which PTPS may be subjected to or put by reason of injury to the person or property of another, or the property of PTPS, resulting from the negligence, carelessness or accident on the part of the Seller, his servants or subcontractors, in the delivery of materials and supplies, or in the performance of the work under this agreement. Seller shall maintain such Public Liability, Property Damage and Employee's Liability and Compensation Insurance as will protect PTPS from said risks and from any claims under applicable Workmen's Compensation and Occupational Disease Acts.
15. **TERMS** — PTPS is not bound by any printed matter on Seller's acknowledgement form or invoice which would impose upon PTPS conditions at variance with the terms and conditions of this order.
16. **PURCHASES GENERATED FROM A BID** - The entire bid specification, as applicable, is to be interpreted as terms and conditions for this purchase, along with the terms and conditions herein. If the terms and conditions conflict between the bid specification and those herein, the bid specification prevails.
17. **NEW JERSEY BUSINESS REGISTRATION** - Seller is required to comply with the requirements of P.L.2004,c57.