TERMS AND CONDITIONS

1. DEFINITIONS – The Ocean View School District shall be hereinafter referred to as the Ocean View School District and the Vendor shall be hereinafter referred to as Supplier.

2. LIMITATION OF PAYMENTS – Prices and amounts shown herein are the maximum amounts authorized for payment under this order (excluding any handling/delivery charges unless specified herein).

3. INVOICES – Separate invoices are required for each purchase order. Invoices shall be submitted in triplicate, unless otherwise specified, and shall contain the following information: purchase order number, item number, item description, quantity, unit price, and extended totals for items delivered. Sales tax, where applicable, shall be shown separately. Handling/delivery charges shall be identified in accordance with General Provision #6. Failure to enter the above information on the invoice shall cause a delay in payment.

4. VARIATION IN QUANTITY – No variation in the quantity of any item called for by this order shall be accepted, unless agreed to and specified elsewhere in this order.

5. DISCOUNTS – In connection with any discount offered, the discount period shall begin on the date of delivery and acceptance at destination, and/or the date the correct invoice is received in the Accounts Payable office, and/or on the date final approval for payment is authorized if an adjustment in payment is necessary due to damage, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the warrant.

6. SHIPPING – Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, the Supplier shall prepay all shipping charges, route goods by the cheapest way (unless authorized to ship by other means) and bill the Ocean View School District for the actual handling/delivery charges paid. Invoices containing handling/delivery charges shall include either the original or a copy of the prepaid bill of lading. Claims for handling/delivery charges which are not properly supported will not be paid. This does not apply to U.S. Mail or U.P.S. charges.

7. INSPECTION AND ACCEPTANCE – Inspection and acceptance will be at destination, unless otherwise provided. Regardless of the F.O.B. point, the Supplier agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release the Supplier from and obligation hereunder.

8. PACKAGING – All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. The Ocean View School District is not liable for extra charges for packing or cartage unless specified elsewhere in this order. Supplier shall mark the purchase order number on each container.

9. CAL-OSHA – The Supplier certifies, by shipment, that all equipment furnished under this order meets or exceeds applicable CAL-OSHA codes. Material Safety Data Sheets (MSDS) need to accompany all applicable chemicals.

10. WARRANTY – The Supplier agrees that all supplies, equipment, or services furnished under this order shall be covered by the most favorable commercial warranties the Supplier provides any customer for such supplies, equipment, or services, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Ocean View School District by any other provision of this order.

11. EXCUSABLE DELAYS – The Supplier shall be excused from performance hereunder during the time and to the extent that he is prevented from obtaining, delivering, or performing by acts of God, fire, strike, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the Ocean View School District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

12. INDEPENDENT CONTRACTOR – While providing the supplies or services ordered herein, the Supplier is an independent contractor and not an officer, employee or agent of the Ocean View School District.

13. DEFAULT BY SUPPLIER – Failure to comply with any of the terms and/or conditions of this purchase order shall constitute default by the Supplier.

14. ASSIGNMENT OF PURCHASE ORDER – The Supplier shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the Ocean View School District.

15. HOLD HARMLESS – The Supplier shall hold harmless and indemnify the Ocean View School District, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

    A. Any injury to property or person including death, sustained by the Supplier or by any person, firm, or corporation employed by the Supplier, directly or indirectly upon or in connection with the services hereunder, however caused; and
    B. Any injury to property or person, including death, sustained by any firm or corporation, caused by any error, omission, neglect, or torturous act of the Supplier, its officers, agents, or employees, upon or in connection with the services hereunder, whether the injury or damage occurs upon or adjacent to the premises whose services hereunder are performed;
    C. The Supplier, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings, that may be brought or instituted against the Ocean View School District on any such claim, demand, or liability, and pay or satisfy any judgment that may be rendered against the Ocean View School District, its officers, agents, or employees in any such action, suit, or other proceedings as a result of A and/or B above.

16. Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Assistant Superintendent of Administrative Services or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any supplier attempting to or providing such Incentives shall result in the immediate termination of any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities.