

TERMS AND CONDITIONS

1. The District shall not be responsible for payment for any goods or services furnished without an authorized Purchase Order issued by the District's Purchasing Department. Unauthorized purchases are made at the Seller's sole risk.
2. The seller will send a separate invoice for each purchase order number. The district PO number must appear on every invoice. Electronic invoices will be accepted.
3. No shipping, fuel surcharges, handling fees, environmental fees and restocking fees will be allowed by the purchaser unless specifically authorized on the face of this order.
4. It shall be understood that the cash discount period to the purchaser will date from the receipt of the invoice and not from the date of the invoice.
5. Prices shown on the Purchase Order shall be firm and not subject to increase unless authorized in writing by the District. If a price is omitted from the Purchase Order and the order is not issued pursuant to a written quotation, contract, or bid, Seller shall invoice the District at the lowest current price customarily offered to governmental agencies or other customers purchasing the same or substantially similar goods in comparable quantities. Seller shall not charge prices higher than those previously quoted, contracted, or agreed upon without the District's prior written approval. Any discounts, rebates, promotional pricing, or reduced pricing generally available for the goods purchased shall be extended to the District.
6. Time is of the essence for all deliveries under this Purchase Order. Seller shall deliver all goods and/or perform all services in accordance with the delivery dates specified in the Purchase Order. If Seller fails to deliver as required, the District may, without liability and in addition to any other rights or remedies available by law or under this Purchase Order.
7. In the event any article sold and delivered hereunder shall be covered by any patent, copyright, or application therefore, seller will indemnify and save harmless purchaser from all loss, cost or expense on account of any and all claims, suits, or judgments on account of the use or sale of such article in violation of rights under such patent, copyright, or application.
8. In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, seller will indemnify and save purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries, or damage to persons or property that may happen or occur in connection with the use or sale of such article and are contributed to by said defective condition.
9. If seller performs services or constructs, erects, inspects, or delivers, hereunder, seller will indemnify and save harmless buyer from all loss or the payment of all sums of money by reason of all accidents, injuries, or damage to persons or property that may happen or occur in connection therewith.
10. Seller represents and warrants that no Federal or state statute or regulation, or municipal ordinance, has been or will be violated in the manufacturing, sale, and delivery of any article or service sold and delivered

hereunder and if such violation has or does occur, seller will indemnify and save harmless purchaser from all loss, penalties, or the payment of all sums of money on account of such violation.

11. Purchasers may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course dealing to the contrary.
12. If seller performs services or constructs, erects, or provides inspection services hereunder, seller will be properly licensed in accordance with the requirements of the State of California. Seller shall comply with all Federal and State of California regulations governing the construction, erection or alteration of facilities, including but not limited to the provisions of the California Labor Code, division 2, part 7, chapter 1, article 1-5 and the Uniform Building Code, title 24 and section E.
13. In compliance with Federal law, as contained in 40 CFR, part 763.84 (d), by receipt of this Purchase Order the seller is hereby advised of the availability of information relative to the location(s) of asbestos containing material (ACBM). The District assumes no responsibility for providing sellers with training or protective equipment.
14. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements, by seller or by any terms stated in seller's acknowledgment unless same be accepted in writing.