North Thurston Public School Purchase Order Terms and Conditions

1. **Definitions.** The term "Purchaser" means North Thurston Public Schools and the term "Seller" means the person, firm or corporation from whom the merchandise has been ordered.
2. **Contract.** This form, when properly signed and bearing a Purchase Order Number. 1s the only form which will be recognized by Purchaser as authority for charging merchandise to its account; supersedes all previous communications and negotiations, except as referenced herein, and constitutes the entire agreement between the parties. Except as provided herein. The Seller, without written consent of the Purchasing Agent, shall not make any changes, alterations, or variations in the terms of the Purchase Order. No terms stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign this order without Purchaser's prior consent. No waiver by Purchaser of a breach of any provision of this order shall constitute a waiver of any other breach of such provision or of any other provisions. Time is of the essence of this order. When a Bid Number is cited on the face of this form, terms, conditions, and specifications offered by the Seller and accepted by the Purchaser are made a part of this contract.
3. **Quantity.** The quantity of merchandise delivered shall not be greater than the amount specified.
4. **Delivery.** The Seller shall deliver the materials, equipment, or supplies, or cause the work to be performed within the time and manner specified in the Purchase Order.
5. **Invoice.** Invoice must be clearly legible and must properly identify the Purchase Order number. item numbers, quantities. unit price, total amount and a coherent description of merchandise being invoiced; and must show the name of the Institution or Department to which the merchandise was delivered or shipped. Invoices must be sent to NTPS Accounts Payable, 305 College St NE, Lacey, WA 98516 or to Accountpayable@ntps.org.
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 of inferior quality or workmanship, or fails to meet the specification of 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.
7. **Payment Terms:** Unless otherwise specified, payment terms are Net 45 days from the date of the receipt of a correct invoice or the satisfactory delivery and acceptance of the goods or services, whichever occurs last with no interest, late fees, or penalties applying to any outstanding balances.
8. **Warranty.** Seller warrants that the merchandise will conform to its description and any applicable specifications. shall be of merchantable quality and fit for the purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by the Seller to the Purchaser.
9. **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.
10. **Compliance.** Seller 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.
11. **Nondiscrimination.** The seller agrees that it and its subcontractors will comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin. sex, marital status, age, or the presence of any sensory, mental, or physical handicap. The seller understands that discrimination in public accommodation based solely on disability is prohibited. A seller who is in violation of these requirements shall be barred from receiving awards of any purchase order from North Thurston Public Schools or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices or noncompliance have terminated, and the reoccurrence of such acts is unlikely. This includes compliance with the Americans with Disabilities Act of 1990, Section 503 and 504 of the Vocational Rehabilitation Act of 1973, Sections 2012 and 2014 of the Vietnam Ere Veterans Readjustment Act of 1974 and per RCW 49.60.530.
12. **Indemnification**. Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Contractor or its employee's(s') or agent's(s') performance or failure to perform duties pursuant to the agreement shall be the Contractor's sole obligation and the Contractor shall indemnify and hold harmless the North Thurston Public Schools in full for any and all such acts or failures to act on the part of the Contractor or its employee(s) or agents(s).
13. **Applicable Law.** This agreement shall be governed by the laws of the State of Washington.
14. **Taxes.** Purchaser is not exempt from state and local sales tax unless an exemption form is provided. Purchaser is exempt from all federal excise tax.
15. **Material Safety Data Sheets.** Seller must provide MSDS documentation for any hazardous materials. Seller will mail MSDS sheets to NTPS Risk Management. 6620 Carpenter Rd SE, Lacey, WA 98503.
16. **Certification Regarding Debarment, Suspension on Ineligibility.** The Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by and Federal and/or department or agency. The Contractor certifies that it shall not knowingly enter into an agreement with a subcontractor who is debarred, suspended, declared ineligible or voluntarily excluded from participation in transactions by and Federal department or agency, for the performance of this agreement. The Contractor shall provide immediate written notice to the district, if at any time, the Contractor or subcontractor is debarred, suspended, declared ineligible, or voluntarily excluded.