

**ORANGE UNIFIED SCHOOL DISTRICT
PURCHASE ORDER TERMS, CONDITIONS, AND INSTRUCTIONS**

This order is subject to the following terms and conditions, and by accepting the order, or any part thereof, Seller accepts all said terms.

GENERAL

1. DEFINITION. "Buyer" means Orange Unified School District, and "Seller" means the person, firm, or corporation from whom the item or service has been ordered.
2. Seller's terms in accepting or acknowledging this order shall not be binding upon Buyer unless accepted in writing by Buyer.
3. Seller's acceptance of this order's terms may be in writing, the shipment of any item, or commencement of Seller's performance.
4. Seller may not assign this order without Buyer's prior written consent.
5. Orders for merchandise without a written Purchase Order or verbal Purchase Order number shall not be honored by Buyer.
6. This order may not be varied or modified by any oral statement of the parties hereto or by any written statement of the Seller.

INVOICES, PACKING SLIPS, MSDS

7. Purchase Order number must appear on all invoices, packing slips, packages and correspondence.
8. Invoices must be itemized, showing quantity, unit price, labor material, State taxes, and shipping charges, if approved.
9. Invoices must be sent in DUPLICATE to: Orange Unified School District, Accounts Payable, 1401 N. Handy Street, Orange, CA 92867.
10. A Material Safety Data Sheet (MSDS) shall accompany all products supplied herein which are deemed to be toxic or otherwise hazardous.

SHIPPING & DELIVERY

11. Time is of the essence. If Seller cannot ship without delay, immediately notify Buyer's Purchasing Department and provide probable date of delivery.
12. All items MUST be delivered to location specified on Purchase Order, unless authorized by Buyer's Purchasing Department.
13. Buyer will not be responsible for any item delivered without a Purchase Order.
14. In the event of Seller's failure to deliver as and when specified, Buyer reserves the right to cancel this order or any part thereof without prejudice to its other rights, and Seller agrees that Buyer may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver.

PRICE

15. Price deviations and substitutions in kind permitted ONLY as authorized by Buyer's Purchasing Department.
16. All items must be prepaid to point of destination indicated. Exceptions are subject to approval by Buyer's Purchasing Department.
17. No boxing, packaging or cartage charges will be allowed unless specifically authorized in writing by Buyer.
18. The cash discount period to Buyer will be figured from the date the invoice or item is received by Buyer, whichever is later.

INSPECTIONS

19. All items are subject to Buyer's inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any item is found to be unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of this order, Buyer may return such item to Seller at Seller's expense. Payment for item prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective item. Seller shall reimburse Buyer for the purchase price of such returned item paid by Buyer and any costs incurred by Buyer in connection with the delivery or return of such item.

WARRANTIES

20. Seller warrants that the item will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any expressed warranty or service guarantee given by Seller to Buyer.
21. Seller warrants that the item is free and clear of all liens and encumbrances and that Seller has clear title at the time title passes to Buyer.
22. Seller shall comply with all other State, Federal, and local laws, regulations governed by and construed according to the laws of the State of California, or orders applicable to the purchase, manufacturing, processing, construction, installation, servicing and delivery of the item. Seller shall reimburse Buyer for any loss incurred by Seller's failure to comply.
23. Seller shall indemnify and hold harmless Buyer from and against any and all loss, liability or expense by reason of any claim or suit for alleged infringement of any copyright, trade mark, or patent relating to any item furnished hereunder and shall defend such claim or suit and pay all costs and expenses incidental thereto.

LIABILITY OF SELLER

24. If any item sold and delivered hereunder is defective in any respect whatsoever, Seller shall indemnify and hold harmless Buyer from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may occur in connection with the use of such item and are contributed to by said defective condition.
25. Seller will hold Buyer harmless from any or all damages or liability arising out of death or injuries to persons or damage to property approximately caused by the negligence of Seller or his agents, servants or employees.
26. Seller is responsible for any and all loss or damage to the item until delivered to Buyer at the F.O.B. point specified on this order.

OTHER

27. Seller agrees not to release any advertising copy mentioning Buyer or quoting the opinion of any of Buyer's employees unless such copy is approved by Buyer before release.
28. Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Assistant Superintendent of Business 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.