

**WASHINGTON SCHOOLS DISTRICT #6
TERMS, CONDITIONS & INSTRUCTIONS**

THE SHIP-TO ADDRESS MUST NOT BE CHANGED WITHOUT PRIOR APPROVAL OF THE PURCHASING DEPARTMENT.
PLEASE CALL THE PURCHASING DEPARTMENT @ (602) 347-2864

REGARDING BLANKET/OPEN PURCHASE ORDERS: DO NOT EXCEED THE TOTAL DOLLAR AMOUNT LISTED ON
PURCHASE ORDER, UNLESS PRICE INCREASE HAS BEEN AUTHORIZED BY THE PURCHASING DEPARTMENT
@ (602) 347-2864. OTHERWISE BALANCE BECOMES THE RESPONSIBILITY OF THE VENDOR.

GENERAL

1. DEFINITIONS: The term **Purchaser** means WESD #6. The **Seller** means the persons, firm or corporation from whom the merchandise/service has been ordered. The term **Contract Manager** means a person who prepares quotes, bids, or request for proposal solicitations and monitors compliance of successful offeror.
2. No terms stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser.
3. Seller may not assign this order without Purchaser's prior written consent.
4. Time is of the essence of this order.

COMPLIANCE

5. No charge(s) will be made on this order without the approval of the Purchaser.
6. Unless otherwise specified above, items not received by June 30th will be considered cancelled.
7. Any and all disputes or claims relative to the Purchase Order is subject to resolution through the mechanisms of the Arizona Education Procurement Code. Any signatories agree that if a claim is made against the District and the District prevails under the Procurement Code, the contract party shall be responsible for the District's attorney's fees and cost.
8. This agreement is subject to cancellation pursuant to ARS 38-511.
9. A "MATERIAL SAFETY DATA SHEET" must be enclosed with all products containing hazardous substance and the box containing such must be clearly marked.
10. The District maintains an Asbestos Management Plan at each school. The Management Plan is kept in the school's main office and is available upon request for review during normal school hours. The master copies of all District Management Plans are maintained by District. Any company who may do work for the District and whose short-term workers may come in contact with asbestos containing building materials (ACBM) or suspected Asbestos Containing Building Materials assumed to be Asbestos Containing Materials (ACM) in a school or building can review the Asbestos Management Plans and can contact the Manager of Compliance & Training concerning ACBM or assumed ACM in a district's school or building.
11. No waiver of a breach of any provision or any part of any provision of this order shall constitute a waiver of any other breach of such provision or any other provision.
12. Purchaser may at any time insist upon strict compliance with these terms and conditions, notwithstanding any course of dealing or usage of trade to the contrary.
13. Specifically written terms, conditions and instructions relating to advertised quotes, bids or request for proposals by Contract Manager and written offers from Seller take precedence over these terms, conditions and instructions where conflict exists and this Purchase Order form is a part of the contract documents.

CONSULTANT AND PROFESSIONAL CONTRACT SERVICES

14. THOSE VENDORS WHO ARE HIRED BY DISTRICT TO PERFORM SERVICES SHALL AGREE TO THE FOLLOWING:
I certify that I am an independent contractor as defined in ARS 23-902(C) and that I do not require Worker's Compensation coverage. I hold the Washington School District #6 harmless and waive any rights or claims against the District.
 15. We are required to report and pay any AZ Use Tax incurred or to be incurred on this purchase directly to the AZ Dept. of Revenue. Please identify & add such tax only if you pay directly to the state.
 16. Invoices must clearly reference only one Purchase Order and be submitted in **duplicate**.
 17. Invoices must be itemized, showing quantity, unit price, line item number, labor, material and state and/or local taxes
 18. Seller shall enclose one packing slip and mark the package in which the packing slip is enclosed. Back orders and split orders must be noted.
- SHIPPING AND DELIVERY**
19. All items shown on this Purchase Order shall be shipped F.O.B. destination unless otherwise noted on the Purchase Order.

20. If Seller cannot ship order without delay, Seller shall immediately notify the Purchaser of that fact and of the probable date of delivery.
21. Goods must be shipped as per instruction, otherwise any extra handling charges will be deducted from invoice.
22. In the event of Seller's failure to deliver as and when specified, Purchaser reserves the right to cancel this order or any part thereof without prejudice to its other rights. The Seller agrees the Purchaser may return part or all of any shipment received, and may charge Seller with any loss or expense sustained as a result of such failure to deliver.

PRICE

23. Price deviations and substitutions in kind are permitted ONLY with authorization of the Purchaser.
24. No boxing, packing or cartage charges will be paid by Purchaser unless specifically authorized in writing by the Purchaser.
25. It shall be understood that the cash discount price period begins on the date of the invoice or the date of the receipt of goods whichever is the later date.

INSPECTION

26. All goods are subject to Purchaser's inspection within a reasonable time after arrival at the designation of use. If upon inspection any goods are found to be unsatisfactory, defective or of inferior quality of workmanship or fail to meet the specifications or any other requirements to this order, Purchaser may return such goods to Seller at Seller's expense. Payment for goods prior to inspection shall not be construed to be acceptance of unsatisfactory, defective nonconforming goods. Seller shall reimburse Purchaser for any amount paid by Purchaser for such nonconforming goods and for any cost incurred by Purchaser in connection with the delivery of such goods.

WARRANTIES

27. Seller warrants that the goods will conform to the description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which they are sold. The warranty is in addition to any express warranty or service guarantee given by Seller to Purchaser.
28. Seller warrants that the goods are free and clear of all liens and encumbrances and that the Seller has a good marketable title to same at the time title passes to Purchaser.
29. Seller shall comply with all state, federal and local laws, regulations or orders, applicable to the purchase, manufacturing, processing, construction, installation, servicing, and delivery of the goods. In the event of failure to comply with regulations, or orders, the Seller shall reimburse the Purchaser for any loss incurred by Seller's failure to comply.
30. In the event of any goods sold or delivered hereunder shall be covered by any patent, copyright or application therefore or other rightful claim of any third person, seller indemnify and hold harmless Purchaser from any and all loss, cost, or expense on account of any and all claims, suits or judgements on the account of the use of such goods in violation of rights under such patents, copyright, application or other right-claim of any third person.

LIABILITY OF SELLER

31. In the event any goods sold or delivered hereunder shall be defective in any respect whatsoever, Seller shall indemnify and hold harmless the Purchaser 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 happen or occur in connection with the use of such good and/or are contributed to by defective condition.
32. Seller will hold Purchaser harmless from any or all damages or liability arising out of death or injuries to persons or damage to property proximity caused by the negligence of Seller or his agents, servants or employees.
33. Seller shall be responsible for any and all loss or damage to the goods until delivered to Purchaser at F.O.B. designation point that is specified on the face of the Purchase Order.
34. The District shall endeavor to pay all invoices no later than 30 days from date of product/service receipt.