

# MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

## TERMS, CONDITIONS AND INSTRUCTIONS

### General

1. Definitions: The term Purchaser means Marysville Joint Unified School District ("District") and the term Seller means the persons, firm or corporations from whom the merchandise has been ordered.
2. No items stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser.
3. Time is of the essence of this order.

### Compliance

4. No waiver of a breach of any provisions or any part of any provision of this order shall constitute a waiver of any other breach of such provision or any other provision.
5. Purchaser may at any time insist upon strict compliance with these terms and conditions, not withstanding any course of dealing or usage of trade to the contrary.

### Consultant and Professional Contract Services

7. THOSE VENDORS WHO ARE HIRED BY DISTRICT TO PERFORM SERVICES SHALL AGREE TO THE FOLLOWING:

Certify that I am an independent contractor as defined under California Law and that I do not require Worker's Compensation coverage. I hold Marysville Joint Unified School District harmless and waive any rights or claims against the District.

### Invoices, Packing Slips

8. Invoices must be itemized, showing quantity, unit price, line item number, labor, material, and state and/or local taxes.
9. Purchase Order number must appear on all invoices, packing slips, packages, and correspondence.
10. Seller shall send separate invoices for each Purchase Order number.
11. Seller shall enclose one packing slip and mark the package in which the packing slip is enclosed.

### Shipping and Delivery

12. All items shown on this Purchase Order shall be shipped F.O.B. destination unless otherwise noted on the Purchase Order.
13. If Seller cannot ship order without delay, Seller shall immediately notify the District of that fact and of the probable date of delivery.
14. Goods must be shipped as per instructions; otherwise any extra handling charge will be billed back to Seller.
15. Purchaser will not be responsible for any goods delivered without a Purchase Order.
16. In the event of Seller's failure to deliver as and when specified, Purchaser reserves the right to cancel this order or any part or all of any part thereof without prejudice to its other rights. Further, Seller agrees 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

17. No boxing, packing, or cartage charges will be paid by Purchaser unless specifically authorized in writing by Purchaser, prior to shipment.

### Inspections

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

### Warranties

19. Seller warrants that the goods will conform to the description and any applicable specifications, and shall be of good merchantable quality and fit for the known purpose for which they are sold. This warranty is in addition to any express warranty or serve guarantee given by Seller to Purchaser.
20. Seller warrants that the goods are free and clear of all liens and encumbrances and that Seller has a good, marketable title to same at the time title passes to Purchaser.
21. 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, Seller shall reimburse Purchaser for any loss incurred by Seller's failure to comply.
22. In the event 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 shall indemnify and hold harmless Purchaser from any and all loss, cost, or expense such goods in violation of rights under such patent, copyright application, or other right-claim of any third person.

### Liability of Seller

23. In the event any goods sold or delivered hereunder shall be defective in any respect whatsoever, Seller shall indemnify and hold harmless 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 goods.
24. 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 its agents, servants or employees.
25. 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.
26. The District shall endeavor to pay all invoices no later than 30 days from date of product/service charge.