

IMPORTANT INSTRUCTIONS

1. Packing slips must be included in each package.
2. Any change affecting quantity, price, or delivery must be approved by the purchasing office.
3. This purchase order may be accepted only on the terms and conditions listed below.

TERMS AND CONDITIONS

1. **Entire Agreement:** This purchase order, when properly signed and bearing a purchase order number, is the only form which will be recognized by Purchaser as authority for charging merchandise or services to its account and supersedes all prior negotiations and dealings between the parties. Seller has satisfied himself as to the nature of the work, the character, quality and quantity of materials and equipment which will be required, and all matters which can in any way affect performance hereunder. The Seller, without written consent of the Purchasing office, shall not make any changes, alterations or variations in the terms of the purchase order. Any work performed or other action taken under this purchase order in accordance with instructions of any individual other than the Purchaser shall be at Seller's risk and without recourse to claim for reimbursement, unless such individual had been authorized during negotiations. Time is of the essence of this order.
2. **Invoice:** All purchase orders will be F.O.B. destination unless authorized. If not sold F.O.B. destination prepay shipping charges, if any, and add to invoice. Packing slips must be enclosed with each shipment. Goods other than those specified on this purchase order must not be substituted without prior authorization from Purchases. No C.O.D. shipments will be accepted. All items shall be packaged for ease of handling and in such a manner as to insure their protection during shipment and storage unless otherwise specified on the face of this order. Prices set forth in this order include all charges for packaging and transportation to F.O.B. point.
3. **Payments:** The purchase order number must appear on all invoices and correspondence. This order is subject to Washington State sales tax, although Purchaser is exempt from all federal excise tax.
4. **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 or 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.
5. **Warranty:** Seller warrants that all articles furnished hereunder shall be free from all defects in material or workmanship and shall conform to any applicable specifications and for the purpose for which they are sold. Said warranties shall remain in effect for a period of one year after it is accepted at destination. This warranty is in addition to any standard warranty or service guarantees given by the Seller to the Purchaser, and Purchaser may, at its discretion, accept Seller's standard warranty for such articles in lieu of the warranty or provisions set forth herein. Seller, upon notice from Purchaser, shall at Purchaser's discretion, either repair or replace the defective article or merchandise or agree to an equitable adjustment in the order price.
6. **Warranty Price:** Seller warrants that the prices of the items set forth herein do not exceed those charged by Seller to any other customer purchasing the same items in like or similar quantities.
7. **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. The Purchaser is the sole judge of quality. Goods not conforming to order requirements will be returned for credit to the Seller at Seller's expense.
8. **Assignment and Subcontracting:** Seller may not assign this order without Purchaser's prior consent. Seller shall not subcontract, without Purchaser's written consent, any portion of the work to be performed under this order other than the amount and of the nature indicated on Seller's quotation.
9. **Nondiscrimination:** West Valley School District is an equal opportunity employer. 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, sexual orientation, natural original, sex, marital status, age or the presence or any sensory, mental or physical handicap. The Seller understands that discrimination in public accommodation based solely on disability is prohibited. The Seller understands and agrees that its own compliance with nondiscrimination laws is a condition precedent to its right under this purchase order and that violation of said laws may result in cancellation of this order.
10. **Default:** Purchaser may, by written notice of default to Seller, terminate this order or any part thereof if Seller (1) fails to deliver the articles or perform the services in accordance with the delivery schedule specified herein, or any extension thereof; or (2) fails to comply with any of the provisions of this order and does not cure such failure within a period of ten (10) days after receipt of notice from Purchaser specifying such failure. In the event of termination due to default and failure to cure, Purchaser may purchase similar articles or services elsewhere. Seller may be liable to Purchase for any excess cost to Purchaser, provided however, that Seller shall not be liable for such excess cost when the delay of Seller in making deliveries is due to causes beyond the control and without the fault or negligence of the Seller. Such causes may include, but are not restricted to acts of God, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. No cause shall constitute a basis for excusable delay unless Seller has notified Buyer in writing of the existence of such cause within ten (10) days from the event.
11. **Applicable Law:** This agreement shall be governed by the laws of the State of Washington. Contractor shall also comply with Davis-Bacon Act as applicable.
12. **Material Safety Data Sheets:** Seller must provide MSDS documentation for any hazardous materials. Seller will mail MSDS sheets to West Valley School District, 8902 Zier Road, Yakima, Washington 98908-9299.
13. **Indemnification:** Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Seller or its employee's(s) or agent's(s) performance or failure to perform duties pursuant to this agreement/purchase order, shall be the Seller's/Contractor's sole obligation and the Seller/Contractor shall indemnify and hold harmless West Valley School District in full for any and all such acts or failures to act on the part of the Seller/Contractor or its employee(s) or agent(s).
14. **Safety Conditions:** All materials or equipment furnished will be required to satisfy any applicable requirements of the Occupational Safety and Health Act ("OSHA") and/or Washington Industrial Safety and Health Act ("WISHA") in effect at the time of delivery. It shall be the responsibility of the Seller to comply with this requirement insofar as compliance is within its control.
15. **Crimes against Children – Contractor employees – Termination of Contract:** Contractor to prohibit any employee of the contractor from working at a public school who has contact with children at a public school during his or her employment and who has pled guilty to or been convicted of crimes as listed in RCW 26A.400.330. Failure to comply with this section shall be grounds for immediate termination of contract.
16. **Suspension and Debarment:** The Seller assures that neither it nor any affiliate or subcontractor to this contract appears on the List of Parties Excluded from Federal Procurement and Non-procurement Programs maintained by the GSA of the USA Government because of suspension or debarment and further assures that neither it nor any affiliate or subcontractor to this contract is ineligible, debarred, or suspended from contracting with the State of Washington.