

## CONDITIONS (VENDOR MUST READ AND APPLY TO THIS PURCHASE ORDER)

1. **PAYMENT** - Will be made after acceptance of delivery, provided auditable invoices for actual amounts received are on file.
2. **CASH DISCOUNTS** - Will be computed from date of acceptance of entire item.
3. **TRANSPORTATION** - When order states F.O.B. destination, all transportation and delivery charges must be included in the unit price and prepaid in full. When order states F.O.B. shipping point, all transportation and delivery charges must be prepaid in full and added to invoice. Invoice must be accompanied by original copy of receipted express of freight bill. COLLECT SHIPMENT WILL NOT BE ACCEPTED.
4. **INCORPORATED TERMS AND CONDITIONS** - Any quotation or bid related to this order are hereby made a part of this order whether repeated herein, or not.
5. **P.O. NUMBER** - Must appear on all packages, packing slips, invoices, and correspondence. If factory shipment, Vendor is responsible for notifying factory to comply.
6. **QUALITY AND INSPECTION** - The School District reserves the right to inspect all shipments and to reject any material which may be defective or not in accordance with the specifications as to quality or performance. Vendor is responsible for associated costs and prompt removal of any material not acceptable to the District.
7. **VARIATIONS** - No changes in specifications, quantities, delivery times, or other provisions of this order shall be made without written authorization from the Purchasing Department. The Vendor shall be liable and shall reimburse the School District for damages, if any, resulting from any such unauthorized variations.
8. **DEFAULT** - Should Vendor fail to deliver or comply with all provisions of the purchase order, the Board of Education may procure the articles or services from other sources. The Vendor and his securities shall then pay to School District the additional costs, being the difference between the price specified in the purchase order and the actual cost including related expenses to the School District. If any item is not delivered by the time stated in the "Days of Deliv." quotation, the Board of Education reserves the right to cancel such item from the contract or purchase the same in accordance with the law and deduct the amount paid therefor from the contract total.
9. **HOLD HARMLESS** - The Vendor agrees to save, keep and bear harmless the District and all officers and agents thereof from all damages, costs or expenses in law or equity that may at any time arise or be set up because of injuries to persons or property arising by reason of, or in the course of, the performance of this contract, or by reason of any infringement or alleged infringement of the patent rights of any persons, firm or corporation in consequence of the use of any material, supply or services furnished under this contract. The Vendor, at his own cost, expense and risk, shall defend any and all actions, suites or legal proceedings that may be brought or instituted against the District or officers or agents thereof on any such claim or demand, and pay or satisfy any judgement that may be rendered against the District or officers or agents thereof in any action, suite or legal proceedings.
10. **ASSIGNMENT** - The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or any part thereof, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the Board of Education. Notice is hereby given that the District will not honor any assignment made by the Vendor unless the consent in writing, as indicated above, has been given.
11. **SAFETY** - Any equipment ordered on this purchase order must conform with safety orders of the California Division of Industrial Safety, and the minimum requirements of the Occupational Safety and Health Administration, when applicable.
12. **AFFIRMATIVE ACTION** - "The Adelanto Elementary School District does not discriminate on the basis of sex, race, color, national origin, or handicap. This policy of affording equal education opportunities to all persons is in keeping with provisions of Title VI, Title IX, and Section 405 of Federal Statutes."