

## TERMS AND CONDITIONS

1. **ACCEPTANCE:** Acknowledgement hereof by the Vendor to the District shall constitute Vendor's acceptance of such order, including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries by the District shall constitute a firm contract on the terms and conditions and no others unless there is a signed overriding agreement between the parties.
2. **ASSIGNMENT OF CONTRACTS:** The Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety bond, if any, and the Paramount Unified School District.
3. **DEFAULT BY VENDOR:** If the Vendor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places herein stated or otherwise fails or neglects to comply with the terms of the contract, the District may, upon written notice to the Vendor, cancel the purchase order in its entirety or cancel or rescind any of all items affected by such default; and may, whether or not the purchase order is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the Vendor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the Vendor and the surety on the performance bond, if any.
4. **DELIVERY:** All prices must be FOB destination. Do not ship C.O.D. Delays in delivery from the date indicated on the face shall be reported immediately by the seller to the purchaser. The District will deem all items on this order not received by June 30<sup>th</sup>, cancelled as of June 30<sup>th</sup>. All items received after June 30<sup>th</sup> will be returned at Vendor's expense, unless a longer delivery period is specified in the invitation to bid or on the face of the purchase order.
5. **ENTIRE AGREEMENT:** The provisions contained herein constitute the entire agreement and supersede all previous communications, representations, and agreements, either verbal or written, between the parties herein with respect to the subject matter hereof.
6. **INSPECTION:** All Articles and all raw material and work in process, components, and intermediate assemblies to be used in the Articles and Vendor's plant and premises may be inspected and tested by the District to the extent practicable at all times and places, including the period of performance and manufacture. If any inspection or test is made on the premises of the Vendor or its subcontractor there shall be provided all reasonable facilities and assistance for the safety and convenience of the inspectors without additional charge to the District. The District reserves the right to charge Vendor with any additional cost or inspection or test as represented by the Vendor or its subcontractor or in the event such inspection or test in the event the Articles or supplies are not ready or available for an inspection or test as represented by the Vendor or its subcontractor, or in the event such inspection or test is necessitated by repeated prior rejections. Vendor to provide and maintain an inspection system acceptable to the District with respect to the Articles and supplies. Records of all inspection work by the Vendor shall be kept complete and available to the District during the performance of this order and the warranty period specified herein and for a period specified herein and for a period of three years thereafter. Articles purchased hereunder are subject to final inspection and acceptance at the District's facilities, notwithstanding any other inspection unless otherwise specifically stated on this order. Neither compliance by Vendor with instructions or suggestions by any authorized employee of the District nor District's payment of Vendor's invoice for any Article prior to final inspection shall be deemed an acceptance of the Article or a waiver of the right of inspection or any other right herein reserved, or relieve Vendor of any obligation or liability under the terms and conditions of this contract. Defective Articles will be rejected by the District and the unit price thereof debited against the invoice covering the shipment in which such products were included. Articles rejected will be held at Vendor's risk and subject to Vendor's disposal for a reasonable time, and if not disposed of by the Vendor will be sold or otherwise disposed of by the District for the Vendor's account.
7. **INVOICES:** A separate invoice shall be rendered for each order or for each shipment (if more than one) made on an order. Invoices shipping memorandum and bill of lading shall be dated and mailed on the day of actual shipment. It shall be understood that the case discount period to the District will date from the receipt of the invoice and not from the date of the invoice.
8. **LAWS:** Vendor shall comply with all federal, state, and local laws, executive regulations and orders if required. Vendor shall certify that the Articles were produced in compliance with all applicable requirements of the Fair Labor Standards Act including Sections 6, 7 and 12 thereof and the regulations and order of the U.S. Department of Labor issued under Section 14 thereof.
9. **LICENSES AND PERMITS:** Licenses and permits which are required shall be provided by the Vendor and he shall abide by any and all Federal, State, and City laws or rules affecting the work and shall maintain all required protection for property, employees, and the public, and he shall bear all necessary expense of such protection.
10. **MANUFACTURED QUANTITIES:** Unless otherwise stated on the face of this purchase order, the District will not accept any overrun of any manufactured item.
11. **NAME AND NATURE OF VENDOR'S LEGAL ENTITY:** Should a change be contemplated in the name or nature of the Vendor's legal entity, the Vendor shall first notify Purchasing and Stores Services, in order that proper steps may be taken to have the change reflected on the purchase order.
12. **PACKING:** The Articles shall be packed and shipped by the Vendor in accordance with District's instructions and good commercial practice to ensure that no damage shall result from weather or transportation. Goods and materials must be properly packaged visibly. Damaged goods or materials will not be accepted. Every package, bill of lading, shipping memorandum, and invoice must be marked with purchase order number of the purchaser.
13. **REGISTRATION OF VENDOR:** Vendor (a person, firm or corporation) agrees to be licensed in accordance with the provisions of the Business and Professions Code.
14. **SUBCONTRACTING:** If any Articles are to be made to District's design, all subcontracting by Vendor with respect thereto shall be subject to the District's written approval.
15. **TERMINATION:**
  - a.) District may terminate this order, in whole or in part without liability, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof.
  - b.) District may terminate this order in whole or in part at any time for its convenience, by notice to Vendor in writing. On receipt by Vendor of such notice, Vendor shall, and to the extent specified therein, stop work hereunder, and take any necessary action to protect property in Vendor's possession in which District has or may acquire an interest. Any termination claim must be submitted to District within sixty (60) days after the effective date of termination.
  - c.) Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims or damages or other rights of the District against Vendor.
  - d.) The District shall have the right to audit all elements of any termination claim and the Vendor shall make available to the District on request all books, records, and papers relating thereto.
16. **VENDOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out and complying with the terms and conditions of the purchase order the Vendor is an independent contractor and not an officer, employee or agent of the District.
17. **WARRANTY-PRICE:** If price is omitted on order, except where order is given in acceptance of quoted prices, it is agreed that the Vendor's price will be the lowest prevailing market price and in no event is this order to be filled at higher prices than last previously quoted or charged without District's written consent. Vendor will invoice at lowest net price offer to any other customer for the same articles in like quantities unless otherwise specified order.
18. **WARRANTY-PRODUCT:** The Vendor expressly warrants that the Articles shall be merchantable within the meaning of Section 2314 (2) of the Uniform Commercial Code of California as in effect on the date of this order. In addition to all warranties which may be prescribed by law, the Articles shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Vendor also warrants that to the extent the Articles are not manufactured pursuant to detailed designs furnished by the District, that they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to the District, its successors, assigns, and customers, and to users of the Articles, for a period of one (1) year after delivery unless otherwise stated.