

TERMS AND CONDITIONS

1. All merchandise must be shipped F.O.B. to our specified delivery location unless otherwise stated or approved.
2. All price changes to this purchase order must be approved prior to shipment.
3. All items on this purchase order must meet CAL OSHA and NASI specifications and vendor must forward all required Material Safety Data Sheets on applicable products ordered.
4. This purchase order is subject to cancellation if not filled within 30 days of issuance – unless otherwise stated or approved.
5. All backorders over 30 days are subject to cancellation.
6. Purchaser will not be responsible for any goods delivered without purchase order.
7. Seller will send separate invoice for each purchase order number.
8. No boxing, packaging or cartage charges will be allowed by purchaser unless specifically authorized on the face of this order.
9. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice and not from the date of invoice.
10. If price is omitted on order, except where order is given in acceptance of quoted prices, It is agreed that the seller'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 purchaser's written consent. Seller will invoice at lowest net price offered to any other customers for the same articles in like quantities unless otherwise specified on the purchase order.
11. In the event of the 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, and seller agrees that purchaser shall be saved harmless from any and all loss, cost or expenses on account of any and all claims, suits, or judgements on account of the use of sale of such article in violation of rights under such patent, copyright, or application.
12. In the event any article sold and delivered hereunder shall be covered by any patent, copyright, or application thereof seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims, suits or judgements on account of the use or sale of such article in violation of rights under such patent, copyright, or application.
13. In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, seller will indemnify and save 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 or sale of such article and are contributed to by said defective condition.
14. If seller performs services or constructs, erects, inspects or delivers hereunder, seller will indemnify and save harmless buyer 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 therewith.
15. Seller represents and warrants that no Federal or State statute or regulation or Municipal ordinance has been or will be violated in the manufacturing, sale, and delivery of any article or service sold and delivered hereunder and if such violation has or does occur, seller will indemnify and save harmless purchaser from all loss, penalties, or the payment of all sums of money on account of such violation.
16. Purchaser may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
17. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements, by seller or by any terms stated in seller's acknowledgement unless same be accepted in writing.
18. If seller performs services or constructs, erects or provides inspection services hereunder, seller will be properly licensed in accordance with the requirements of the State of California. Seller shall comply with all Federal and State of California regulations governing the construction, erection or alteration of facilities, including but not limited to the provisions of the California Labor Code, division 2, part 7, chapter 1, articles 1-5 and the Uniform Building Code, title 24 and section E.
19. In compliance with Federal law as contained in 40 CFR, part 763.85(d) by receipt of this Purchase Order the seller is hereby advised of the availability of information relative to the location(s) of asbestos containing building material (ACBM). The District assumes no responsibility for providing seller with training or protective equipment.