



### Purchase Order Terms & Conditions

**Definition:** "Buyer" means Palmdale School District, and "Seller" means the person, firm, or corporation from whom the item or service has been ordered.

**1. Purchase Order:** Purchase Order Number must appear on all invoices, packing slips, packages, and correspondence. Orders for merchandise without a written Purchase Order shall be considered unauthorized by Buyer. Buyer will not be held responsible for any item delivered without a Purchase Order.

**2. Payment/Invoices:** Invoices must be mailed to Palmdale School District Attn: Accounts Payable, 39139 10<sup>th</sup> Street East, Palmdale, CA 93550 or emailed to [acctpayable@palmdalesd.org](mailto:acctpayable@palmdalesd.org). Buyer's purchase order number, item number, item description, quantity, unit price, and extended totals for all items delivered must appear on all packages, invoices, and correspondence. Failure to enter the above information on the invoices will cause delay in payment. Payment shall only be made after goods/services have been received/completed. Buyer agrees to pay and Vendor agrees to accept in full, payment for the merchandise net thirty (30) days from the date of acceptance of undisputed invoice.

**3. Billing:** If the Palmdale School District has not received billing for product or services within a one (1) year period, the District will not be held responsible for satisfying the debt.

**4. Delivery:** All items MUST be delivered to the location specified on the Purchase Order unless authorized by Buyer's Purchasing Department.

**5. Artwork, Designs, Etc.:** If the goods are to be produced by Seller in accordance with designs, drawings, or blueprints furnished by Buyer, Seller shall return same to Buyer upon completion or cancellation of this Purchase Order. Seller shall not use such designs and the like in the production of material for any third party without Buyer's written consent.

**6. Safety:** Seller certifies, by shipment, that all products furnished under this Purchase Order meets or exceeds applicable CAL-OSHA codes. Safety Data Sheets (SDS) shall accompany all products supplies which are deemed to be toxic or otherwise hazardous.

**7. Inspections:** All items are subject to Buyer's inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any item is found to be unsatisfactory, defective, or of inferior quality or workmanship, or fail to meet the specifications or any other requirements of this order, Buyer may return such item to Seller at Seller's expense. Payment for item prior to inspection shall not be

construed to be an acceptance of unsatisfactory or defective item. Seller shall reimburse Buyer for the purchase price of such returned item paid by Buyer and any costs incurred by Buyer in connection with the delivery or return of such item.

**8. Changes:** The Buyer shall have the right to revoke, amend, or modify this Purchase Order at any time. To the extent such change causes an increase or decrease in the cost or time required for the performance of this order appropriate equitable adjustment in this order shall be made. Any claim by Seller for adjustment must be asserted within fifteen (15) days of receipt of the change. Failure to agree to an adjustment shall not excuse the Seller from proceeding with this order as changed. **Substitutions, changes, and prices** other than specified must be authorized in writing by the Buyer.

**9. Termination:**

- a) **For Convenience.** Buyer shall have the right to terminate the Purchase Order or any part thereof at any time, for Buyer's convenience.
- b) **For Default.** Buyer may, by written notice to Seller, without prejudice to any other rights or remedies provided under this Purchase Order, by law or in equity, terminate this Purchase Order in whole or in part. If Seller fails to perform the work/services or delivery of the good(s)/item(s) in accordance with the statement of work, scope, performance requirements or delivery schedules specified in the Purchase Order or if Seller (a) fails to perform any of the other terms of this Purchase Order, or (b) fails to make progress as to endanger the performance of this Purchase Order in accordance with its terms, does not cure such failure within a period of ten (10) calendar days after receipt of notice from Buyer specifying such failure. In the event Buyer terminates this Purchase Order in whole or in part, Buyer may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to Buyer for any excess costs, reasonably incurred for such similar supplies or services.

**10. Shipments:** Seller assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Purchase Order. Seller is responsible for any and all loss or damage to the item until delivered to Buyer at the F.O.B. (Freight On Board) point specified on this order.

**11. Department of Industrial Relations (DIR) Registration: (IF APPLICABLE)** If any portion of the work or services to be performed by Seller under this Purchase Order constitutes a "public work" as defined in California Labor Code section 1720(a), and payment will be made by Buyer in whole or in part out of public funds, prior to issuing this Purchase Order, Seller shall be required to provide evidence to Buyer that Seller is currently registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 and such work or services constituting a public work shall be subject to compliance monitoring and enforcement by DIR.

**12. Law and Jurisdiction:** This Purchase Order shall be governed by, construed and enforced in accordance with the law of, the State of California. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction and venue over any proceedings arising out of or involving the interpretation or enforcement of, or other matters relating to, the Purchase Order or the Performance thereunder.

**13. Compliance with Law:** Seller warrants that they will comply with all federal, state, and local laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Purchase Order including any employment, health, or safety agency regulations.

**14. Fingerprint Clearance:** Seller shall ensure that persons who perform services on Buyer's property have not been convicted of a serious or violent felony as defined in Education Code section 44830.1(c)(1), or sex offense as defined in Education Code 44011. Seller shall be required to comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with Buyer's pupils and shall complete the Criminal Background Check Certification form provided by Buyer.

**15. Indemnification:** Seller shall defend, hold harmless, and indemnify Buyer its Board of members, administrators, employees, agents, attorneys and volunteers (collectively, "Buyer's Persons") from and against all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Purchase Order by Seller, except for injuries and damages caused by the sole negligence of Buyer's Persons.

**16. Insurance: (AS APPLICABLE)** Seller shall procure and maintain for the duration of the Purchase Order, at its sole expense, insurance against claims for injuries to persons or damages to property which may arise from or be connected with the products and materials supplied to Buyer. Seller's maintenance of insurance, as required by the Purchase Order, shall not be construed to limit the liability of Seller to the coverage provided by such insurance, or otherwise limit Buyer's recourse to any remedy available at law or in equity.

**17. Assignment:** Seller shall not assign, transfer, convey, sublet, or otherwise dispose of this Purchase Order 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 from Buyer. Notice is hereby given that Buyer will not honor any assignment made by Seller unless consent in writing, as indicated above, has been given.

**18. Entire Agreement:** This Purchase Order is intended by the Buyer and Seller as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No amendment or change of any kind shall be binding upon Buyer unless in writing and signed by an authorized representative of Buyer.

**19. Subject to Approval by Board of Education:** All Purchase Orders must be approved by the Palmdale School District's Board of Education.

***Additional Terms for Services Rendered***

- **Independent Contractor:** Seller is, and shall at all times, be deemed to be an independent contractor and not an agent or employee of the Buyer.