OLYMPIA SCHOOL DISTRICT

TERMS AND CONDITIONS

Billing Instructions

- PO number must appear on all invoices, packages and correspondence.
- Payment will be made on original invoices only. The invoice must show the Purchase Order number, quantity, unit price, and amount for each item. Invoices must be sent to Olympia School District, 111 Bethel St NE, Olympia WA 98506.
- Packing slips must be included in each shipment. All goods are to be shipped prepaid, F.O.B. destination, unless otherwise specified.
- This order is subject to Washington State sales tax. School Districts are exempt from all federal excise tax.
- Invoice partial and complete shipments immediately. Clearly mark if partial order.
- This purchase order is automatically cancelled unless acknowledged or filled within 90 days.

1. **DEFINITIONS.** The term "Purchaser" means Olympia School District and the term "Seller" means the person, firm or corporation from who the merchandise or service has been ordered.
2. **CONTRACT.** This form, when properly signed and bearing a Purchase Order Number, is the only form which will be recognized by Purchaser as authority for charging merchandise to its account: supersedes all previous communications and negotiations, except as referenced herein, and constitutes the entire agreement between the parties. The Seller, without written consent of the Purchasing Agent, shall not make any changes, alterations or variations in the terms of the Purchase Order. No terms stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign this order without Purchaser's prior consent. When a Bid Number is cited on the face of this form, terms, conditions and specifications offered by the Seller and accepted by the Purchaser are made a part of this contract. Seller agrees not to furnish any substitutions for the items described herein without consent of the Buyer. Seller shall not subcontract, without Purchaser's written consent, any portion of the work to be performed under this order other that the amount and of the nature indicated on Seller's quotation.
3. **DELIVERY.** The Seller shall deliver the materials, equipment or supplies or cause the work to be performed within the time and manner specified in the Purchase Order.
4. I**NSPECTION**. 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 of 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 and 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 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. **COMPLIANCE WITH LAWS AND DISTRICT POLICIES AND PROCEDURES**. Seller shall, at its sole expense, comply with all applicable federal, state and local laws, government rules, regulations, requirements and ordinances which may now or hereafter be in force, relating to the purchase, manufacture, processing and delivery of the merchandise or service, and shall obtain and pay for all required licenses and permits. All equipment furnished will be required to satisfy any applicable requirements of the Occupational Safety and Health Act and/or the Washington Industrial Safety and Health Act in effect at the time of delivery. The Seller will follow all Olympia School District policies and procedures, including, but not limited to, the prohibition of tobacco, drugs, alcohol, and weapons on school district property. District policies and procedures can be found on the District Website.
7. **MSDSs** are required with the shipment of any hazardous chemical as defined by OSHA Hazard Communication Standard (49 CFR 1910.1200). No payment will be made on any hazardous material until the required MSDS form has been received.
8. **NONDISCRIMINATION.** Olympia 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, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap. The Seller understands that discrimination in public accommodation based solely on a 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.
9. **CRIMES AGAINST CHILDREN**. The Seller shall not utilize any employee at a District site or allow any contact between school children and any employee when an employee has pled guilty to or been convicted of any felony crime against a child under RCW 9A.68, RCW 9A.42, RCW 9A.32, RCW 9A.36, RCW 9A.44, RCW 9A.88, RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by the seller to comply with this section shall be grounds for Olympia School District to terminate the contract.
10. **DEBARMENT AND SUSPENSION.** 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.