

# West Contra Costa Unified School District

## Conditions Governing this Purchase Order

1. West Contra Costa Unified School District (WCCUSD) IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED WITHOUT A PURCHASE ORDER.
2. Do not over ship or substitute. Ship exactly as ordered.
3. Ship F.O.B. DESTINATION (No shipments will be received after 2:30 p.m., or on Saturdays, Sundays, or Holidays.)
4. PAYMENT TERMS: Net 30 Days
5. Include PURCHASE ORDER NUMBER on all itemized packing slips with all shipments or deliveries.
6. Include PURCHASE ORDER NUMBER on all invoices submitted to Accounting Department, West Contra Costa USD 1400 Marina Way South, Richmond, California, 94804 promptly; in case of PARTIAL SHIPMENT submit invoice for goods shipped only.
7. To conform to I.R.S. regulations your Social Security Number or Federal Tax I.D. Number must be included on all invoices.
8. CASH DISCOUNT TERMS must be indicated on invoices. The date for determining terms and discounts will be the invoice date or the delivery date of the items ordered, whichever is later. Direct accounting questions to (510) 231-1135.
9. All materials, supplies and equipment received are subject to inspection and acceptance by WCCUSD
10. If unable to fill this order exactly in accordance with description unit and price vendor is to communicate at once with WCCUSD Purchasing Services for instructions. WCCUSD reserves the right to reject and return at shipper's expense any and all materials or supplies delivered which do not conform to our description or specifications.
11. If there is any part of this order you cannot fill promptly or within the time specified, notify the WCCUSD Purchasing Services at once. In case of unreasonable delay in delivery or delivery of goods inferior to those specified, or in case of any other default of the vendor, the WCCUSD Purchasing Services shall have the right at its option to cancel this order in whole or in part, and WCCUSD may procure the goods, or services from other sources, and hold the vendor responsible for any part, and EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
12. The vendor by accepting this order agrees to assume the defense of and hold WCCUSD, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.
13. The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the WCCUSD and before final acceptance by the WCCUSD all matters of dispute must be adjusted to the mutual satisfaction of the WCCUSD and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
14. Items furnished must comply with all applicable State and Federal laws, regulations and requirements of responsible governmental agencies pertaining to their use in schools, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
15. All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.
16. EXCISE TAXES: The prices herein should not include any Federal Excise Taxes.
17. MSDS (Material Safety Data Sheet) ALL ITEMS must be shipped with its proper MSDS, as required by both State and Federal laws.