

GENERAL TERMS & CONDITIONS FOR PRODUCTS & SERVICES

1. CONTRACT PROVISIONS

These Terms and conditions, together with the Purchase Order, constitute an offer by Buyer to purchase materials from seller. This offer shall become an "Agreement" upon acceptance by Seller. Seller shall be deemed to have accepted this offer by commencement of performance called for in the Order. Acceptance of any shipment of them material shall not be construed as an acceptance of any such previous offer or proposal or an acceptance of any different or additional terms proposed by Seller.

2. SALE OF MATERIALS

Seller agrees to sell, transfer and deliver the material to Buyer for the purchase price set forth in the order. Buyer agrees to purchase the materials and pay Seller the purchase price set forth in the Order. Buyer reserves the right at any time to modify the Order upon notice to Seller. Buyer shall have the right to stop all or part of the work under the Order or cancel any future delivery of any material upon notice to Seller. Seller agree to obtain from Buyer a purchase order number for any and all purchase orders of goods and/or services. Seller further agrees it will clearly reference the purchase order number on the applicable invoice(s). Seller acknowledges that any invoice submitted to Buyer that does not clearly reference Buyer's corresponding purchase order number may be considered invalid and may result in delayed payment.

3. TERMS OF PAYMENT

Materials shipped against this Agreement shall be invoiced at the price set forth in the Order. Unless otherwise specified on the order, payment shall be due thirty (30) days after receipt of Seller's invoice. The purchase price shall include all taxes, duties, fees and charges due. Seller shall be responsible for all shipping, insurance costs, including without limitation, packing, crating, cartage and freight costs.

4. SHIPMENT, DELIVERY AND ACCEPTANCE

Seller shall deliver the Materials F.O.B Destination. Seller shall follow any shipping instructions provided by Buyer and shall properly and carefully package the material for shipment. Any loss or damage, whenever occurring, which results from Seller's improper packaging shall be borne by the Seller. Title to and risk of loss of the materials shall pass to the Buyer only upon receipt by Buyer, and any rightful rejection or revocation of any materials by Buyer shall immediately shift risk of loss of such materials to Seller. Buyer shall have a reasonable opportunity to inspect the materials after delivery to Buyer's location. Buyer shall not be deemed to have accepted any materials until the expiration of such reasonable time for inspection. Upon any rejection or revocation of acceptance, Seller shall promptly replace or correct, at Buyers option, any unsatisfactory units at Seller's expense, including shipping costs. Buyer's failure to inspect or reject material, or payment for materials, shall not relieve Seller of any of its obligations or constitute a waiver of any Buyer's rights.

5. WARRANTY PROVISIONS

Seller hereby warrants to Buyer that, in addition to any and all express and implied warranties, the materials shall be provided in competent, professional manner and in accordance with the highest standards and best practices of the Seller's industry. Materials shall be free from defects in materials and workmanship, and shall be merchantable and fit for their particular purpose, and shall conform to and perform in accordance with all specifications, drawing, samples and other requirements referred to in the Order. When shipped, materials shall be free from all liens, security interests and encumbrances of any type and shall be manufactured, produced, labels, furnished and delivered to Buyer in full and complete compliance with all applicable laws and regulations.

6. EQUIPMENT AND LABOR

Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials necessary to provide required services. Any services shall be performed at such times and places as directed by an authorized District representative.

7. SUBCONTRACTORS

Subcontractors, if any, engaged by the Contractor shall be subject to the approval of the District. Contractor shall be held responsible for all operations of the subcontractors and shall require them to maintain adequate Worker's Compensation and Public Liability Insurance.

8. SUBSTITUTIONS

No substitutions of material specified shall be made without the prior approval of the District.

9. FORCE MAJEURE

The parties to the agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

10. HOLD HARMLESS

The Supplier shall hold harmless and indemnify the District, its officers and employees, from every claim or demand which may be made by reason of:

- a. Injury to person or property sustained by Supplier or by any person, firm or corporation employed directly or indirectly by Supplier, upon or in connection with his performance under the contract and/or purchase order or,
- b. Any injury to person or property sustained by any person firm or corporation caused by any act, neglect, or default, or omission of the supplier or any person, firm or corporation, directly or indirectly, employed by supplier or in connection with performance under this contract or purchase order.

11. INSURANCE

The Supplier shall maintain adequate insurance to protect them from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property. The Supplier will be required to provide certificates of such insurance.

12. ANTI-DISCRIMINATION

It is the policy of the Saddleback Valley Unified School District Board of Trustees, that in connection with all work performed under construction and purchasing contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act and Labor Code Section 1735.

13. PREVAILING WAGE

Contractor shall comply with the applicable provision of the Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, including the payment of the general prevailing wage rates, as amended.

14. CLEAN UP

Debris shall be removed from the premises. Job site shall be free of debris at all times when work is being performed.

15. GENERAL

This order is subject to the approval of the Board of Trustees of the S.V.U.S.D.

16. HAZARDOUS CHEMICALS

Chemical products delivered under this specification shall be delivered in label containers, showing common chemical name(s) of the product. Products shall be free of known carcinogens and shall comply in all respects with the current Safety Code of the California Division of Industrial Safety and all OSHA requirements. Material Safety Data Sheets (MSDS) must be provided with shipment.