



IMPORTANT- READ THESE TERMS AND CONDITIONS

1. Vendor will send separate invoice for each purchase order number.
2. 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 the invoice.
3. In the event of vendor's failure to deliver goods or services within thirty ( 30) days from receipt of purchase order or as specified in a bid or contract document, purchaser reserves the right, and vendor agrees that the purchaser may return part or all of any shipment so made, and may charge vendor with any loss or expense sustained as a result of such failure.
4. The vendor agrees to provide equipment and/or installation service that meets all local, state, and federal code requirements for use in schools and places of public assembly, and all California State Industrial Safety Requirements.
5. In the event any article sold and delivered hereunder shall be covered by any patent, copyright, or application therefore, vendor will indemnify and hold harmless purchaser from any and all loss, cost or expense on account of any and all claims, suits, or judgments on account of the use or sale of such article in violation of rights under such patent, copyright, or application.
6. In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, vendor will indemnify and hold 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 conjunction with the use or sale of such article and are contributed to by said defective condition.
7. If vendor performs services or constructs, erects, inspects or delivers hereunder, vendor will indemnify and hold 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.
8. Vendor 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, vendor will indemnify and hold harmless purchaser from all loss, penalties, of the payment of all sums of money on account of such violation.
9. 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.
10. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of vendor's proposal, and are not subject to change by reason of any written or verbal statements, by vendor or by any terms stated in vendor's acknowledgment unless same be accepted in writing.
11. M.S.D.S. REQUIRED- No product or substance will be accepted unless accompanied by a material safety data sheet.
12. The Supplier represents and warrants fault-free performance in processing of data and data related data (including, but not limited to: calculating, comparing, and sequencing), by all hardware, software and firmware products delivered and or services provided under this purchase order/contract. Fault-free includes the manipulation of the data which shall be transparent to the user prior to, through and beyond January 1, 2000.
13. When applicable this contract requires compliance with prevailing wage pursuant to Article 2 (commencing at Section 1770) Chapter 1, Part 2, Division 2 of Labor Code of California.