

PURCHASE ORDER TERMS AND CONDITIONS

If this Purchase Order is issued in acceptance of a bid, it is noted on the face hereof and in such case, the contract shall consist of The School District of Springfield R-XII (hereafter referenced to as District), Springfield Missouri, Bid Request, Vendor's Response in compliance with the terms and conditions of the Bid Request and Specifications, and this Purchase Order.

The District assumes that items bid as equal, are equal and reserves the right to return at the vendor's expense all items that are furnished which are not acceptable as equals as required by the Bid Request and Specifications, and vendor agrees to replace such items with satisfactory items at the original bid price.

- 1) The Purchase Order shall not bind the District for an amount in excess of that noted on the face hereof. In case property of a value in excess there of is forwarded to the District, hereunder, the District may at its election retain the property at the invoice price or return it to the Vendor at the vendors expense.
- 2) C.O.D. shipments will not be accepted.
- 3) All shipping charges must be PREPAID, FOB Destination. No packing or drayage charges will be allowed.
- 4) Vendor agrees to defend, protect and save the District harmless from all claims and actions arising out of patent infringement.
- 5) Risk of loss or damage to items prior to the time of their receipt and acceptance by the District is upon the vendor. The District has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.
- 6) Inspection and Acceptance will be at the destination unless specified otherwise, and will be made by the District department shown in the shipping address or other duly authorized representative of the District. Until delivery and acceptance, and after any rejection, risk of loss will be on the vendor unless loss results from negligence of the District.
- 7) Vendor is responsible to notify the District department receiving the items and the Purchasing Department of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the items are not delivered as promised.
- 8) Vendor agrees to unconditionally guarantee all items shipped against defects in material and workmanship for a period of one year from date of acceptance by the District, unless otherwise specified.
- 9) When required, samples must be furnished.
- 10) All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standard of the items or services to be furnished hereunder, must be reported in writing to the Purchasing Manager prior to providing the items or services set forth on this Purchase Order.
- 11) The District is an equal opportunity employer, pursuant to Federal and State laws and regulations, and all vendors shall be considered to be an equal opportunity employer in compliance with Federal and State laws, unless the vendor notifies the Purchasing Manager to the contrary.
- 12) Mark packages, packing slips, and bills of lading with the Purchase Order number. Failure to do so may result in a delay in payment.
- 13) Show the Purchase Order number on all invoices and correspondence.
- 14) Each invoice must contain full descriptive information on items and/or services furnished and show unit prices.
- 15) Send invoices to: **The School District of Springfield R-12**
Attn. Accounts Payable
1359 East St. Louis Street
Springfield, MO 65802
- 16) Please acknowledge order via email to purchasingdept@spsmail.org.
- 17) Materials and services furnished to the District are not subject to either Federal Excise Taxes or Missouri Sales Tax. Exemption certificates will be furnished on request.
- 18) The District may by written notice of default to the vendor, terminate the whole or any part of this contract.