

TERMS AND CONDITIONS

- 1. APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California.
- 2. IDENTIFICATION:** All packages, invoices, and correspondence must be clearly identified with this purchase order number.
- 3. DELAY IN SHIPMENT:** If you cannot fill this order on the date specified, notify the Purchasing Office of the fact and probable date of delivery.
- 4. DISCOUNT:** Please show on your invoice cash discounts offered. In connection with any discount offered, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the purchaser if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount on the date of mailing the purchaser's warrant or check.
- 5. PROMPT PAYMENT:** The purchasing agent desires to pay all bills promptly. However, claims cannot be audited for payment unless or until the instructions in paragraphs #6 and through #14 have been fully complied with.
- 6. SELLER'S INVOICES:** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain: purchase order number and date, description of items, sizes, quantities, unit prices, extended total, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the vendor or person furnishing the supplies or services. Every invoice shall be properly itemized.
- 7. CHANGES:** No changes or modification in terms, quantities, or specification may be made without express authorization from the Purchasing Office. This will be followed by a written change order. No other departments/schools, officer, or employee may authorize changes.
- 8. BILL OF LADING:** If bill of lading is applicable to this order, send original to "Ship to" address and duplicate with invoices to address stated on the purchase order.
- 9. TRANSPORTATION:** Invoices for prepaid transportation charges must be supported by original receipted freight bills.
- 10. PATENT INDEMNITY:** The vendor shall hold the purchaser, its officers, agents, and employee harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted or un-copyrighted, composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order. Vendors may be required to furnish a bond or other indemnification to the purchaser against claims or liability or patent infringement.
- 11. TAXES:** Articles sold to the purchaser are exempt from certain federal excise taxes. The purchaser will reimburse the vendor for, or pay directly, all California State and local sales and use taxes applicable to the purchase or use of items by the purchaser.
- 12. OSHA REQUIREMENTS:** All equipment shall conform to the Safety Orders of the California Division of Industrial Safety and to current OSHA requirements.
- 13. INSURANCE:** Prior to commencement of work, vendors providing services on the agency's property must have submitted a Certificate of Insurance with the Purchasing Office.
- 14. AGREEMENT AUTHORITY:** It is understood that the aforementioned terms and conditions are the complete and exclusive statement of the agreement between the parties, which supercedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject matter hereof.
- 15. PREVAILING WAGES:** For all public works contracts in excess of \$1,000.00, contractor shall pay prevailing wages in accordance with Labor Code Sections 1770 to 1777 inclusive. If a labor compliance program is established in accordance with Labor Code Section 1771.5, then the limits at which prevailing wages must be paid increase to \$25,000.00 for construction work and \$15,000.00 for alteration, demolition, repair or maintenance work. Additionally, all work performed by general or prime contractors in excess of \$30,000.00 or specialty contractors in excess of \$2,000.00 shall comply with all apprenticeship standards requirements as stipulated in Labor Code Sections 1777.5 to 1780 inclusive.
- 16. THE PURCHASER IS AN EQUAL OPPORTUNITY, AFFIRMATIVE ACTION EMPLOYER.**