

PURCHASE ORDERS TERMS AND CONDITIONS

“WE ARE AN EQUAL RIGHTS & OPPORTUNITY SCHOOL DISTRICT”

The following General Terms and Conditions shall apply to all purchases by or on behalf of the School District of Pittsburgh unless specifically provided otherwise on the front of this document.

The School District of Pittsburgh is Tax Exempt. ID# 76-02746-3.

This order is the District's offer to purchase the goods and/or services described on the Purchase Order. The District's placement of this order is expressly conditioned upon Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this Purchase Order.

No agreement or understanding to modify this contract shall be binding upon the District unless in writing and signed by the District's authorized agent. All specifications, drawings and data submitted to the Vendor with this order are hereby incorporated and made a part hereof.

All applicable portions of the Commonwealth of Pennsylvania Uniform Commercial Code shall govern contracts with the School District of Pittsburgh.

All prices must be F.O.B. destination, freight prepaid. Time is of the essence on this contract. If completed deliveries are not made at the time agreed, the District reserves the right to cancel or purchase elsewhere and hold vendor accountable. If delivery dates cannot be met, Vendor agrees to advise the District, in writing, of the earliest possible shipping date for acceptance by the District.

Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may occur prior to acceptance by the District. No such loss, injury or destruction shall release Vendor from any obligations hereunder.

Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the District. The District reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

If an article sold and delivered to the District hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the District from and against any and all suits, claims, judgements, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the District in violation or right under such patent or copyright.

No failure of either party to exercise any power given to it hereunder to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereto.

Proper Material Safety Data Sheets, in accordance with OSHA's Hazard Communication Standard, must be provided by the Vendor to the District at the time of purchase.

This contract shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. Venue for any action related to this contract shall be in the Court of Common Pleas of Allegheny County, Pennsylvania.

The Vendor warrants to the District that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

By agreeing to deliver the instructional materials on the contract or purchase order, the publisher agrees to prepare and submit, on or before the delivery of the materials, a NIMAS file set to the NIMAC that complies with the terms and procedures set forth by the NIMAC. Should the vendor be a distributor of the materials and not the publisher, the distributor agrees to notify immediately the publisher of its obligation to submit NIMAS file sets of the purchased products to the NIMAC. The files will be used for the production of alternate formats as permitted under the law for students with print disabilities.