



ALLENTOWN SCHOOL DISTRICT GENERAL TERMS AND CONDITIONS

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

TERMS/ ACCEPTANCE/APPLICABILITY

This Order is the offer of Allentown School District to Seller to purchase the goods and/or services described in this Order. This order consists only of the terms contained herein and any proposal for additional or altered items will be rejected. By acknowledging receipt of this order in written form (or by shipping the goods or performing the services called for by this order), Seller agrees to the terms and conditions of sale contained in this order. This order constitutes the entire agreement between Buyer and Seller with respect to the subject matter hereof. Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller is bound by the provisions of this order, unless Seller expressly objects to such terms in writing prior to shipping Goods or commencing Services.

DELIVERY/PERFORMANCE AND INSPECTION

Time and date of deliveries of Goods and performance of Services are of the essence. Buyer reserves the right to cancel this Order and reject the Goods or Services if delivery dates are not met or scheduled amounts are not accurate. The District reserves the right to inspect the goods at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery, and reject the Goods if District determines that the Goods are unsuitable or do not meet the specifications provided by the District. After notice to Seller, all such defective Goods shall be held at Seller's risk. District shall return any defective Goods to Seller and Seller shall pay all transportation charges

COMPLIANCE WITH LAW

Seller shall comply with all applicable law, including but not limited to FERPA, 20 U.S.C. § 1232g, as applicable, in connection with this contract. All applicable portions of the Commonwealth of Pennsylvania Public School Code of 1949 shall govern contracts with the Allentown School District. 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 Lehigh County, Pennsylvania.

WARRANTY

Seller warrants that all Goods and Services furnished under this purchase order shall conform exactly to the specifications furnished by the District, or if no specifications are furnished, Seller's standard specifications for such Goods; that all Goods shall be new, merchantable and fit for the particular purposes for which the District intends to use them; and that all Goods shall be free of defects in material or workmanship

PACKAGING AND SHIPMENT; RISK OF LOSS.

All items shall be packed by Seller in suitable containers for protection in shipment and storage. Risk of loss or damage to the Goods shall pass to the District only after delivery to the destination designated by the District.



PAYMENT

Seller shall submit to District an invoice for all Goods and Services delivered at price(s) specified on the face of this purchase order. Invoices shall be exclusive of state or local sales, use or gross receipts taxes, and federal excise taxes. The District's Pennsylvania Sales Tax Blanket Exemption Number is 76-390-308; and its Federal Tax ID Number is 23-6003488. No C.O.D. payment terms shall be valid without Buyer's prior written consent.

NO DISCRIMINATION

Seller shall not discriminate against any employee or other person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry or national origin or Vietnam-era or any other veteran status.

INDEMNIFICATION

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 hold harmless the District and 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.

TERMINATION FOR CONVENIENCE

District may terminate this contract for its convenience, on written notice to the Seller, at any time, without penalty, cost or liability to District. Seller shall be entitled to payment for any Goods delivered before the effective date of termination, or its actual and reasonable costs incurred up to the date termination takes effect.

ENTIRE AGREEMENT; AMENDMENT

This purchase order contains the entire understanding and agreement of the parties on the subject matter. No conduct, course of dealing or course of performance shall be admissible to supplement, explain, modify or contradict this purchase order in any way. No amendment or modification changing this contract's scope or terms shall have any force or effect unless it is in writing and signed by both parties.