

INSTRUCTIONS - PLEASE READ BEFORE SENDING ORDER

1. Authorization required if actual price exceeds 10% of that listed on the purchase order.
2. Invoice - Separately for each purchase order
 - Must be itemized showing quantity and unit price.
 - Must include purchase order number
3. The school district is subject to Washington State sales tax.
4. Packing slips must be included with each shipment.
5. This purchase order is subject to cancellation unless acknowledged or filled within 90 days
6. Please refer any Account Payable inquires concerning this order to:

A-M: (509) 573-7042 N-Z: (509) 573-7149 Fax: (509) 573-7189

CONDITIONS

1. **Invoice.** Invoice must be clearly legible and must properly identify the Purchase Order number, item numbers, quantities, unit price, total amount and a description of merchandise being invoiced; and must show the name of the Building or Department to which the merchandise was delivered or shipped. Invoices must be sent to YAKIMA SCHOOL DISTRICT, ACCOUNTS PAYABLE, 104 N 4TH AVENUE, YAKIMA, WASHINGTON 98902.
2. **Delivery.** The Seller shall deliver the materials, equipment or supplies, or cause the work to be performed within the time and manner specified in the Purchase Order.
3. **Inspection.** All merchandise is subject to Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If, upon inspection, any merchandise is found to be unsatisfactory, defective or of inferior quality or workmanship, or fails to meet the specification or any other requirements of this order, Purchaser may return such merchandise to Seller at Seller's expense. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse Purchaser for any amounts paid by Purchaser on account of the purchase price of such returned merchandise and any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
4. **Warranty.** Seller warrants that the merchandise will conform to its description and any applicable specifications; shall be of merchantable quality and fit for the purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by the Seller to the Purchaser.
5. **Title.** Seller warrants that the merchandise it is selling to Purchaser is free and clear of all liens and encumbrances and that Seller has a good marketable title to same.
6. **Compliance.** Seller agrees that goods delivered shall comply with all ordinances, laws and lawful regulations applicable to the purchase, manufacture, processing and delivery of the merchandise and shall obtain and pay for all required licenses and permits.
7. **Nondiscrimination.** Yakima School District is an equal opportunity employer. The Seller agrees that it and its subcontractors will comply with all local, state and federal laws prohibiting discrimination with regard to race, creed, color, sexual orientation, natural original, sex, marital status, age or the presence of any sensory, mental or physical handicap. The Seller understands that discrimination in public accommodation based solely on disability is prohibited. The Seller understands and agrees that its own compliance with nondiscrimination laws is a condition precedent to its right under this purchase order and that violation of said laws may result in cancellation of this order.
8. **Indemnification.** Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Contractor or its employee's(s) or agent's(s') performance or failure to perform duties pursuant to the agreement, shall be the Contractor's sole obligation and the Contractor shall indemnify and hold harmless the Yakima School District in full for any and all such acts or failures to act on the part of the Contractor or its employee(s) or agents(s).
9. **Applicable Law.** This agreement shall be governed by the laws of the State of Washington. The parties agree that any dispute arising under this agreement shall be heard in a court in which the district is located in the State of Washington.
10. **Taxes.** Purchaser is not sales tax exempt. Purchaser is exempt from all federal excise tax.
11. **Federal Programs.** By acceptance of this purchase order the seller/contractor certifies that neither the seller, its principles, or any lower tiered participant/sup-recipient of the seller/contractor have been suspended or disbarred from federal procurement programs.
12. **Material Safety Data Sheets.** Seller must provide MSDS documentation for any hazardous materials. Sellers must include MSDS documentation with each shipment and mail an MSDS to YAKIMA SCHOOL DISTRICT, ATTN: DIRECTOR OF MAINTENANCE, 104 N. 4TH AVENUE, YAKIMA, WASHINGTON 98902
13. **Crimes against Children.** The Seller shall not utilize any employee at a District site or allow any contact between school children and any employee when an employee has pled guilty to or been convicted of any felony crime against a child under RCW 9A.42, RCW 9A.32, RCW 9A.36, 9A.68, RCW 9A.44, RCW 9A.88, RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by the seller to comply with this section shall be grounds for Yakima School District to terminate the contract