

PURCHASE ORDER TERMS & CONDITIONS (T&Cs)

1. DEFINITIONS: "District or RUSD" as used herein shall mean the Rialto Unified School District, its officers, officials, and employees.
"Vendor" as used herein shall mean the Seller, Contractor, or Supplier of goods or services named on the face of this Purchase Order and all individuals, officers, directors, employees, agents, contractors, or subcontractors of such Seller, Contractor, or Supplier.
2. ACCEPTANCE: Vendor accepts this Purchase Order ("PO") solely on the basis of the terms and conditions on the face and back hereof. Additional terms on Vendor's form(s) or quote(s) are rejected and shall be deemed a material alteration hereof, unless such terms are incorporated by direct reference on the face of this Purchase Order, attached hereto as applicable or as expressly accepted in writing by

11. CANCELLATION: The District may cancel the undelivered portion of any purchase order without cause upon written notice of cancellation to Vendor. Upon receipt of notice of cancellation, Vendor shall immediately stop work on the undelivered portion of the affected Purchase Order and make no further commitments for materials or services to complete such affected Purchase Order.
12. LABELING: All materials shall conform to the provisions set forth in Federal, State, County and City laws for their production, handling, and labeling. When using Federal Funds, vendors and contractors will be required to comply with certification requirements as called for in the Code of Federal Regulations.
13. TAXES: The District tax rate is based on where the products are received. The Vendor will not include taxes in unit prices or labor rates used for billing purposes unless otherwise agreed. Tax may be separately itemized.
14. WARRANTY: All products, materials, or services furnished under the purchase shall be in accordance with Districts specifications and guaranteed to be new and free from faulty design or workmanship. If upon inspection, any item is found defective or of inferior quality, the District may return such item to Vendor at Vendor's expense. Payment for any item prior to inspection shall not be construed to be an acceptance of an unsatisfactory or defective item. The Vendor shall reimburse the District for any amount paid to the Vendor for such returned items.
15. HEALTH & SAFETY: All materials, equipment, and supplies must meet all Federal, State, and local requirements regarding Health and Safety. All shipments of hazardous and toxic material must include Safety Data Sheets ("SDS") pursuant to OSHA's Hazard Communication Rule 29 CFR 1919.1200, with copies sent to the Purchasing Department referencing the Purchase Order number.
16. DELIVERY/F.O.B. DESTINATION: Unless otherwise specified, the Vendor shall be responsible for delivery and shall pay all related shipping costs, including prepaid freight changes. Time and manner of delivery are material factors in proper performance under the purchase. In the eane fg

24. DEBARMENT CERTIFICATION: The Vendor certifies that its company, and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.
25. PUBLIC WORKS INCLUDING MAINTENANCE OF FACILITIES: Public Works including Maintenance Agreements are subject to the