

**GENERAL TERMS AND CONDITIONS:
ALL ITEMS BELOW APPLY TO AND BECOME A PART
OF THE TERMS AND CONDITIONS OF ALL NON-
CONTRACT/EXCEPTION PURCHASE ORDERS**

- 1) **Judson Independent School District (District)** is governed by the policies of the Judson ISD Board of Trustees, the Laws of the State of Texas and the Universal Commercial Code as adopted by the State of Texas.
- 2) All merchandise shall be shipped FOB Destination Freight Allowed unless stated otherwise on the face of the purchase order. All deliveries, unless specified otherwise in the purchase order, will be made to the campus or department specified, between the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school building or district facility in the room or rooms designated, at no additional charge. The title and risk of loss of the goods shall not pass to the District until the District actually receives, accepts and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth in any subsequent duly authorized purchase order. The District will not accept freight collect shipments.
- 3) Purchases made for District use are exempt from the State Sales Tax and Federal Excise Tax. An Exemption Certificate will be furnished by Judson ISD upon request.
- 4) All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated. Oral agreements to the contrary shall not be recognized.
- 5) Manufacturer's standard warranty shall apply unless otherwise stated.
- 6) No substitutions or cancellations shall be permitted without written approval of Judson ISD.
- 7) Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from authorized agent of the District.
- 8) Vendor must keep the District advised at all times of status of order. Default in promised delivery (without a reasonably acceptable cause) or failure to meet specifications authorizes the District to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 9) **RIGHT OF INSPECTION:** The District shall have the right to inspect the goods before accepting them. All goods will be subject to inspection and test by the District to the extent practicable at all times and places. In the event tested products fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the vendor. Goods which have been delivered and rejected in whole or in part may, at the District's option, be returned to the vendor or held for disposition at vendor's risk and expense. Latent defects may result in revocation of acceptance.
- 10) Vendor shall submit an original copy of an itemized invoice showing Purchase Order Number, Payee Identification Number, Name of District as Payee, Vendor Name as it appears on the P.O., a Description of each Item Numbered in correspondence with the P.O. Line Item Numbers, Line Item Quantity, Line Item Unit Pricing, Line Item Extended Pricing, Discount, Net Total, Shipment Date, and P.O. Date on all copies. The District will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested valid invoice.
- 11) Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
- 12) This purchase order may only be modified buy a written agreement signed by duly authorized agents of both parties.
- 13) No right or interest in this purchase shall be assigned or delegation of any obligation made by the vendor without the written permission of the District.
- 14) By accepting this purchase order, the vendor agrees that it does not in any way boycott the country of Israel nor will it boycott the country of Israel during the term of this purchase order.
- 15) The vendor shall defend, indemnify, and hold harmless the District, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of this contact.
- 16) Any Vendor's terms and conditions resulting from the acceptance of this order may not be considered and may result in cancellation of the purchase order. (e.g. orders with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.)
- 17) **Dispute Resolution Process:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by the District and the vendor to attempt to resolve any claim for breach of contract made by the vendor. The Dispute Resolution Process provided in Chapter 2260, subchapter C, of the Texas Government Code is the vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the District. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the vendor, in whole or in part.
- 18) **MATERIAL SAFETY DATA SHEET:** Vendor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheets(s) (MSDS) with each shipment related to this P.O. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.
- 19) All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.
- 20) **PUBLIC INFORMATION ACT – Information, documentation, and other material in connection with this transaction or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").** Any submittals to the District that may become part of the order that is of a confidential nature must be clearly and prominently marked as such by the vendor.
- 21) **NON-APPROPRIATON OF FUNDS:** Funds are contingent on the availability of appropriations by the District and the Texas Legislature. If the District or The Texas Legislature fails to continue funding for the payments due under an order referencing this contract, the order will terminate as of the date the funding expires, and the District or State will have no further obligation to make any payments.
- 22) **EQUAL OPPORTUNITY:** The District is committed to equal opportunity and affirmative action. The successful vendor must pledge to comply with equal opportunity laws and that it will not discriminate against any employee or application for employment because of race, color, creed, religion, national origin, sex, age, job related handicap, or marital status.
- 23) As approved by SB 252, which amends Chapter 2252 of the Texas Government Code to add Subchapter F, and by accepting this purchase order, the vendor certifies that it does not engage in business with Iran, Sudan or a foreign terrorist organization as identified in a list prepared by the Texas Comptroller.

- 24) **GRATUITIES:** The District may, by written notice to the vendor cancel this contract without liability to the District if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the vendor, or any agent or representative of the vendor to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such a contract. In the event this contract is cancelled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the vendor in providing such gratuities.
- 25) **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the vendor without the written permission of the District. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 26) **WARRANTY-PRODUCT:** Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. Vendor warrants that the goods or services furnished will conform to the specifications, drawings and descriptions listed in the purchase order and the original vendor quote, and to sample(s) furnished by vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the District's specifications, drawings and descriptions shall govern.
- 27) **WARRANTY-SAFETY:** Vendor warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the vendor's expense. In the event the vendor fails to make the appropriate correction within reasonable time, any correction made by the District will be at the vendor's expense. Additionally, no asbestos in any form may be used in the manufacturing or processing of any product purchased by the District. If any product called for by name in any specification should contain any asbestos material, the vendor must notify the Purchasing Office immediately for an agreed upon and suitable substitute asbestos-free product.
- 28) **WARRANTY-INFRINGEMENT:** As part of this contract for sale vendor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this purchase order will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the District be liable to the vendor for indemnification in the event that vendor is sued on the grounds of infringement or the like. If vendor is of the opinion that an infringement or the like will result, vendor will notify the District to this effect in writing within two weeks after the receipt of this purchase order. If the District does not receive notice and is subsequently held liable for the infringement or the like, the vendor will hold the District harmless (if the vendor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the District will pay the vendor the reasonable cost of his search as to infringements).
- 29) **TERMINATION:** The District reserves the right to terminate all or any part of the undelivered portion of any order with fifteen (15) days written notice; upon default by the vendor, for delay or non-performance by the vendor or, if it is deemed in the best interest of the District, for convenience.
- 30) **LEGAL VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Live Oak, Bexar County, Texas.
- 31) **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the

District, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.