

## PURCHASE ORDER TERMS AND CONDITIONS

**This Purchase Order is subject to the following terms and conditions and by accepting the Purchase Order, or any part thereof, the Seller agrees to and accepts, without reservation, the following terms and conditions:**

1. **No Unlawful Discrimination.** Seller warrants that it does not have unlawfully discriminatory membership, employment policies, or practices, and further, Seller agrees that it will not engage in unlawful discrimination as set forth in Board Policy 3410. Additionally, the Seller will not engage in unlawful sexual misconduct.
2. **Invoices.** The Seller shall present their invoice or demand in duplicate to the District Accounts Payable Department immediately following delivery of materials. Invoices must be itemized, showing quantity, unit price, and total. Unless specified otherwise, sales tax is to be added to all invoices. Each invoice must bear the Seller's invoice number, full name, remit-to address, and the date and our Purchase Order number. Partial shipments will be accepted and payment will be made upon re-receipt of invoicing. Invoices are generally paid net 30, unless issues arise regarding the transaction.
3. **No Substitutions.** Seller may not substitute material without prior written approval from the District's Purchasing Department.
4. **Shipping Charges.** Goods must be shipped F.O.B. Destination unless otherwise specified. When previously agreed upon and specified, transportation, cartage, and delivery charges may be paid by the District. All shipments and invoices must show purchase order number.
5. **No Assignment.** Seller shall not assign, convey, sublet, or otherwise transfer this Purchase Order or any part thereof, or any rights accruing, there under, or title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the Director of Purchasing. The District will not honor any assignment of this Purchase Order made by the Seller unless the District's prior consent has been given in writing. Any assignment otherwise is void and of no force or effect.
6. **Time of the Essence.** Delivery must actually be effected within the time stated on this Purchase Order, failing which the District reserves the right to purchase elsewhere and charge the Seller with any loss incurred as a result thereof or at its option to cancel the order. Casualties, delays, acts of God beyond the control of the Seller, strikes, fires, or lockouts may be sufficient excuse for not shipping material promptly. These reasons must be documented in writing to be allowed.
7. **Risk of Loss, Inspection and Approval.** Risk of loss shall pass to the District only when goods are duly delivered in good order to the District. All material is subject to the District's inspection and approval at a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense. District reserves the right to reject non-conforming goods upon receipt.
8. **Compliance with Specifications.** The Seller hereby warrants the material or workmanship to be delivered on this order to be in accordance with specifications, drawings, or samples in all respects, to be of merchantable quality and, if Seller has been informed of the particular purpose for which the goods are required, that the goods will be fit for the District's particular purpose; and that Seller has the right to transfer a good and merchantable title to the goods and/or services, and agrees that these warranties shall each survive acceptance.
9. **Dispute Resolution.** In case a dispute arises as to whether any item is or is not defective or complies or does not comply with its specifications, the question shall be first submitted in writing to the Director, Purchasing/Risk Management at El Camino Community College District for informal resolution within 30 days of the delivery of the goods. In the event Seller does not concur with the Director's proposed resolution, and after compliance with California Government Code Section 910 requirements, Seller may seek legal remedy through the Superior Courts within the County of Los Angeles exclusively, subject to application of California law. Seller must commence any action within 180 days from Seller's knowledge of the dispute, otherwise Seller's action relating to the dispute are time barred.
10. **Warranty against an Indemnity for Infringing Use.** Seller warrants that neither the goods nor their normal use or resale will infringe on any patents, trademarks, or copyrights now existing or hereinafter issued and Seller shall defend, indemnify, and hold harmless District, its trustees, officers, agents, and employees from any claim, suit, liability, or proceeding of any nature or kind on account of any alleged infringement of any such patent, trademark, or copyright.
11. **Compliance with Law/Indemnity.** Seller warrants that no Federal or State statute, regulation, or municipal ordinance has been or will be violated in manufacturing, sale, or delivery of any article, or service sold and delivered hereunder, and if such violation does occur, Seller will defend, indemnify, and save harmless the District from all loss, penalties, or payment of sums of money on account of such violation. Seller warrants that all items covered on this Purchase Order have been furnished in accordance with California law, the Education Code, The Rules and Regulations of the Board of Governors of the Community Colleges, and the Rules and Regulations of the Board of Trustees of the El Camino Community College District.
12. **Current Licenses.** Seller and all of his employees or agents shall secure and maintain in force such commercial licenses and permits as are required by law in connection with the furnishing of materials, articles, or services hereunder provided.
13. **Independent Contractor.** While engaged in carrying out the terms and conditions of this Purchase Order, the Seller is an independent contractor and not an officer, employee, or agent of the District.
14. **Property Tax Exemption.** The District shall not be liable for any property taxes that may be levied against Seller. Seller may claim a public college purpose property tax exemption, if applicable, upon advice from Seller's tax specialist.
15. **Hold Harmless Notice by Sellers.** Seller agrees, by supplying the product(s) and/or service(s) requested in this Purchase Order, to defend, indemnify, and to hold harmless the District, its trustees, officers, employees, and agents from any and all losses, or injuries, however caused, resulting from any defect of procured items, arising during use, or damage during delivery of, the product(s), or material(s) supplied, or negligence in providing, the service(s).
16. **Entire Understanding.** This Purchase Order contains the entire terms and conditions of the District. There are not representations, covenants, or warranties other than those expressly stated herein. No waiver or modifications of any of the terms hereof shall be valid unless in writing and signed by the District.
17. **Required Insurance.** When services are performed, the Seller, at its expense, will carry and maintain, during the period of performance and during any Warranty period, State required Worker Compensation Insurance and comprehensive general liability insurance with limits of \$1,000,000 per occurrence. Dependent upon the type and/or size of the transaction with Seller, El Camino Community College District reserves the right to be named as an "Additional Insured" under Seller's insurance, with Seller providing evidence of same, as determined by El Camino Community College District.