

BERKELEY UNIFIED SCHOOL DISTRICT
PURCHASE ORDER TERMS & CONDITIONS

1. Ship all merchandise PREPAID to indicated destination. Add freight charges to your bill only if authorized IN WRITING on the purchase order. No C.O.D. charges permitted.
2. Enclose packing list showing purchase order number with all deliveries. No charges shall be made for cartons, wrapping, packing, boxing, crating, delivery, drayage or other costs unless expressly authorized on this order.
3. Shipments not received by date required may be cancelled by Purchaser without penalty
4. The Berkeley Unified School District is responsible only for the goods or services ordered on the Purchase Order form and signed by an authorized agent of the District.
5. All invoices shall have the purchase order number and vendor's name shown clearly thereon.
6. Labor and materials shall be itemized. All discounts, prices, and amounts shall be clearly shown.
7. No changes to this order will be allowed unless authorized by the District's Purchasing Department.
8. All delivered goods, services, and charges must be in accordance with the bids or specifications upon which this order is placed. Do not substitute. The District reserves the right to cancel this order or adjust any claim thereunder if merchandise, delivery, services is rendered or charges submitted is not in accordance with the bids, quotes or specifications.
9. All items are taxable for State, Country & City taxes. The Berkeley Unified School District is exempt from payment of Federal Excise Tax. An exemption certificate will be furnished in lieu of payment of the Excise Tax, and prices listed shall be exclusive of such Excise Tax.
10. All materials shall conform to the provisions set forth in Federal, State, County and City laws for their production, handling and labeling.
11. When applicable, Material Safety Data Sheets (MSDS) must be included with the order. If requested MSDS are not delivered with order, payment will be delayed pending receipt of sheets.
12. The Berkeley Unified School District is an equal opportunity employer. The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier is an equal opportunity employer and does not discriminate against any employee or applicant of employment because of race, religion, color, national origin, ancestry, disability, medical condition, marital status or sex as outlined in the California Government Code Section 12940 and all provisions of Executed Order 11246. In addition, the supplier agrees to require like compliance by all subcontractors employed on the work by him.
13. Seller warrants that all articles furnished shall be free from defects of material and workmanship, that all articles furnished shall be fit and sufficient for the purpose intended, and shall save, keep, bear harmless and fully indemnify the Buyer and any of its officers, employees or agents from all damages, or claims from damages, costs or expenses in law or equity that may arise from Buyer's normal use.