WYLIE INDEPENDENT SCHOOL DISTRICT
PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE: This Purchase Order constitutes a binding contract between the Vendor and Wylie Independent School District (WISD), to furnish the goods or service(s) specified on the face of the Purchase Order. By acceptance of this Purchase Order, the Vendor agrees to furnish all goods or service(s) in accordance with these terms and conditions specified herein.

AGREEMENT: This Purchase Order represents the basis for the Vendor to deliver the required goods or service(s). The terms and conditions of applicable WISD Request for Proposal, cooperative purchasing agreements and job order contracts are incorporated herein.

ASSIGNMENT: The rights and responsibilities of the Vendor to furnish the goods or service(s), specified herein will not be subcontracted, assigned, transferred, mortgaged, pledged or disposed of, unless agreed to by WISD and the Vendor.

CANCELLATION: WISD reserves the right to cancel this Purchase Order at any time. If this Purchase Order is cancelled pursuant to the Vendor's default, WISD may obtain similar goods or service(s) elsewhere, and charge the Vendor for any damages incurred.

CHANGES: WISD reserves the right to make changes to this Purchase Order (e.g., increase/decrease quantities, change delivery address). Any changes to the Purchase Order will be communicated to the Vendor.

DELIVERY: The Vendor shall deliver all goods Free On Board (F.O.B.) Destination, unless specified on Purchase Order.

DISCOUNTS: The Vendor shall indicate on the invoice any prompt payment discounts or trade discounts.

INDEMNIFICATION: The vendor shall indemnify and hold harmless WISD (including the Board of Trustees and the employees of WISD) from all claims of liability to third parties (including but not limited to: the injury or death of person(s), or the loss or damage to property) arising out of or in connection with the performance of the Vendor. The Vendor shall indemnify and hold harmless WISD (including the Board of Trustees and the employees of WISD) from all liabilities, cost, expenses, attorney fees, fines, penalties, or damages for any or claimed infringement of any patents, trademarks, copyrights, or other corresponding right(s) which is related to any part of the goods or service(s) the Vendor is required to provide or perform. The Vendor's obligation to this clause shall survive acceptance and payment of the goods or service(s) by WISD.

INSURANCE: The Vendor shall be required to carry insurance protection as approved by WISD.

INSPECTION: Prior to acceptance and payment, WISD reserves the right to inspect all goods (in whole or in part) and service(s) furnished by the Vendor. Goods or service(s), which (in the opinion of WISD) fail to conform to the required specification(s) or standard(s), may be considered nonconforming.

INTERPRETATION: This Purchase Order shall be construed and interpreted solely in accordance with laws of the State of Texas. Venue of any suit, right or cause of action arising shall lie exclusively in Collin County, Texas.

INVOICING: Invoices should include the WISD Purchase Order number. Payment may be delayed if Purchase Order number is not on invoice.

NON-CONFORMANCE: The Vendor assumes all liability for shipping goods that do not meet the specification(s) and standard(s) specified on the face of the Purchase Order. WISD reserves the right to accept or reject goods that are non-conforming. If WISD rejects the non-conforming goods, said goods shall be returned to the Vendor at the Vendor's expense. The Vendor shall use "best efforts" to replace any non-conforming good(s) at the Vendor's risk and expense.

PERFORMANCE: By acceptance of this Purchase Order, the Vendor agrees to use "best efforts" to furnish the required goods or service(s).

PRICES: The price(s) specified on the face of the Purchase Order shall remain firm until WISD has processed the Vendor's invoice, or until the item has been accepted by WISD (whichever is later).

PRODUCT RECALL: The vendor shall notify the Purchasing Agent of WISD immediately if a product recall is instituted on any item(s) the Vendor has delivered. This requirement shall survive payment and acceptance.

QUANTITIES: Quantities in excess of the quantities specified on the face of the Purchase Order may be returned to the Vendor at the discretion of WISD. All risk and expense for the return of the good(s) shall be borne by the vendor.

QUALITY: In the event no quality is specified on the face of the Purchase Order, the goods delivered and/or service(s) rendered hereunder shall be of the best quality. The Vendor shall ensure that all goods delivered to WISD will be new (i.e., previously unused and in its original packaging), and have not been remanufactured or refurbished. The Vendor also warrants that all services will conform to the standard(s) established herein.

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SAFETY: If applicable, the Vendor shall deliver Material Safety Data Sheets (MSDS) with the requested good(s).

TAXES: The Vendor shall not include taxes on the invoice. **Tax Exempt # 75-6002810.**

TERMS: Unless otherwise specified, payment terms are net thirty (30) days. All payments are subject to Texas Government Code Chapter 2251.

TERMS OF PURCHASE PAYMENT - The Vendor will not sell or release on credit terms, any goods, product or service (s) to persons who do not produce a Wylie Independent School District Purchase Order and District ID. In this event, the Vendor assumes all liability for cost of said product or goods.

TITLE: The title to any item delivered shall pass to WISD upon acceptance or payment (whichever is later).

WARRANTY: The Vendor warrants that all goods and service(s) furnished, shall be free from all defects, conform to all applicable specifications, and be suitable for its intended purpose(s). Neither acceptance of, nor payment for said goods and service(s) shall constitute a waiver or modification of any warranties of the Vendor, or the rights of WISD.

I have read and agree to the Purchase Order Terms and Conditions as set forth by Wylie Independent School District

Company Name: _____

Submitter's Name/Title: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Submitter's Email: _____

_____ _____
Submitter's Signature Date