Vendor agrees as a condition of accepting this purchase order that they are not presently debarred, suspended, proposed for debarment or declared ineligible or voluntarily excluded for the award of contracts by any Federal/Governmental agency or department. Vendor is responsible for ensuring compliance of all sub-contractors and agents of their company.

1. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of Purchasers’ Purchasing Department. We will not be responsible for any goods delivered without a valid Purchase Order.

2. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, reeIs, etc., unless otherwise specified herein.

3. DELIVERY: For any exception to the delivery date when specified on this order, Vendor shall give prior notification and obtain approval.

4. PAYMENTS AND ASSIGNMENTS: All payments to Vendor shall be remitted by mail. Purchaser shall not honor drafts or accept goods on a sight draft basis. Furthermore, provision of monies due under this contract shall only be assignable with prior consent of Purchaser.

5. SHIPPING INSTRUCTIONS: Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. Where specific authorization is granted to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, route cheapest common carrier, and to bill Purchaser as a separate item on the invoice for said charges, less federal transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that Purchaser reserves the right to refuse COD Shipments.

6. REJECTION: All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of non-conformity to the terms and specifications of this order, whether held by Purchaser or retrieved, will be at Vendor’s risk and expense, including all freight charges.

7. IDENTIFICATION: All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable Purchase Order Number. Packing list shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

8. INFRINGEMENTS: Vendor agrees to protect and save harmless Purchaser against all claims for patent, trademark, copyright, or franchising infringement arising from the purchase, installation, or use of material ordered on this order, and to assume all expense and damage arising from such claims.

9. WARRANTIES: Vendor warrants articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily intended; except if stated in Special Conditions, the materials must then fit that particular purpose. Unless otherwise stated, articles will be new, unused, of the latest edition, version, model or crop of and of recent manufacture.

10. CASH DISCOUNT: In the event that Purchaser is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract, but the invoice does not reflect the existence of a cash discount, Purchaser is entitled to a cash discount with the period commencing on the date it is determined by Purchaser that a cash discount applies.

11. TAXES: Unless otherwise indicated, Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order, with an exemption certificate.

12. LIENS, CLAIMS, AND ENCUMBRANCES: Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.

13. RISK OR LOSS: Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery, and such loss, injury or destruction shall not release Vendor from any obligation hereunder.

14. INDEMNITY: Vendor shall protect, indemnify, and save Purchaser harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors, however caused.

15. PRICES: This order must not be filled at a higher price than shown on the Purchase Order without authorization from the Purchasing Department. If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.

16. TERMINATION: In the event of a breach by Vendor of any of the provisions of this contract, Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor, according to Federal Law. Vendor shall be liable for damages suffered by Purchaser resulting from Vendor’s breach of contract.

17. ACCEPTANCE: This order expressly limits acceptance to the Terms and Conditions stated herein. All additional or different terms proposed by Vendor are objected to and are hereby rejected, unless otherwise provided in writing by Purchaser’s Purchasing Department.

18. CRIMES AGAINST CHILDREN: Any employee of the contractor who has pled guilty to, or been convicted of, any felony involving a child is prohibited from working at a public school in a position which has contact with children per RCW 28A.400.330. Failure to comply with RCW 28A.400.330 shall be grounds to immediately terminate this contract.

19. OCCUPATIONAL SAFETY AND HEALTH ACT: All products supplied must comply with current OSHA/WISHA specifications.

20. HAZARDOUS MATERIALS: Seller shall comply with all applicable rules and regulations issued under the Federal Toxic Substances Control Act (Public Law 94-469) for each and every chemical substance covered by this Purchase Order. Sellers shall provide theMaterial Safety Data Sheet with each shipment of chemicals or toxic substances.

21. LAW: The laws of the State of Washington shall govern this order and the venue of any action brought hereunder shall be in the Superior Court, County of King, State of Washington.

22. AFFIRMATIVE ACTION FOR HANDICAPPED: Vendor certifies that he/she will comply with Section 503 of the Vocational Rehab Act of 1973.

23. ANTITRUST ASSIGNMENT CLAUSE: Vendor and Purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Purchaser. Therefore, Vendor hereby assigns to Purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and which are not passed on to the Purchaser under an escalation clause.

24. PRICE WARRANTY FOR COMMERCIAL ITEMS: Vendor warrants that prices charged to Purchaser are based on Vendor’s current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Vendor to other customers purchasing the same item in like or comparable quantities.