

## **RICHLAND COUNTY SCHOOL DISTRICT ONE TERMS AND CONDITIONS**

By acceptance of this order Seller agrees with Buyer as follows:

1. This order may be accepted only upon the terms and conditions set forth herein. When so accepted, this order contains the complete and final agreement between Richland County School District One (hereinafter referred to as "RCSD1" and /or "Buyer") and Seller respecting the goods and services specified. Any additional or different terms proposed by the Seller are hereby rejected unless approved in writing by the Buyer.
2. The Seller, by acceptance of this order, will be deemed to represent that Seller has complied, or will comply, with all applicable federal, state and local laws and ordinances and all lawful orders, rules, and regulations thereunder.
3. Seller warrants that the prices stated therein or on his invoice are as low as any net prices now given by Seller to any other customer for like goods and services, and Seller agrees that if at any time during the life of this order Seller quotes or sells at lower net prices, similar goods or services under similar conditions, such lower prices shall, from that time, be substituted for the prices provided herein.
4. All shipments are to be made F.O.B. destination, freight prepaid, to receiving point at the RCSD1warehouse located at 927 Whaley Street, Columbia, South Carolina, 29201, unless otherwise indicated on this form. All transportation, insurance, crating and/or packing charges are to be entered as separate items on Seller invoice.
5. Payment will be made in accordance with RCSD1 Financial Services policies. All cash discounts offered will be evaluated but will not be considered in the award of a contract.
6. Subject to conditions beyond the control of the Seller, delivery or completion must actually be affected within the time stated on the purchase order. If for any reason whatsoever, including conditions beyond the control of the Seller, completion is not timely; the Buyer reserves the right to obtain the goods or services elsewhere and to charge the Seller with any loss incurred as a result thereof or, at Buyer option, to cancel the order. It is understood that time is of the essence under this agreement. Seller shall make no partial deliveries hereunder unless Buyer shall consent hereto. Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall so inform Buyer.
7. Any materials shipped in excess of the quantity specified in the order may, at Buyer option, be returned to Seller at Seller expense. Buyer will not be obligated to pay for services or labor provided in excess of that specified in the order.
8. All goods purchased hereunder shall be subject to inspection by the Buyer to the extent practicable at all times and places, including the period of manufacture. Notwithstanding any prior inspection or payments hereunder, items shall also be subject to final inspection prior to acceptance within a reasonable time after delivery. No inspection or test made prior to the final inspection shall relieve the Seller from responsibility for defects or other failure to meet the requirements of this order.
9. Seller warrants that all items delivered hereunder shall be free from defects in workmanship, material, and manufacture and shall comply with the requirements of this agreement including any drawings or specifications incorporated in design. Seller further warrants that all items purchased hereunder shall be of merchantable quality and shall be fit and suitable for the purpose intended. The foregoing warrants are conditions to this agreement and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance or payment by the Buyer. If any warranties specified herein or otherwise, applicable are breached by the Seller, Buyer may elect: (1) require the Seller to correct at their sole expense any defect or nonconformance by repair or replacement, or (2) return any defective or nonconforming goods to Seller at their expense and recover from the Seller the price thereof. The foregoing remedies are in addition to all other remedies at law or as contained in this agreement and shall not be deemed to be exclusive. The foregoing representation and warranties shall survive acceptance of the goods or services.
10. The manufacturer guarantees that the design of equipment being purchased conforms to NFPA, UL, ANSI, OSHA and any other existing safety standards in effect at the time of shipment.
11. Provisions of the Richland County School District One Procurement Code and Regulations have been complied with in issuing this order. This order shall be governed in all respects by the laws of the State of South Carolina. Jurisdiction of any dispute regarding the terms and conditions of this order shall be vested in the courts of Richland County, State of South Carolina. This order shall not be modified except by written agreement of Buyer and Seller. This agreement and its attachments is the sole agreement of the parties and supersedes and replaces any and all prior understandings of the parties, written or oral, related to its subject matter.
12. This purchase order is not assignable by the Seller without the prior written consent of the Buyer.
13. In the event that this order is terminated in whole or in part for the convenience of RCSD1 it shall not be obligated to pay any amount to the Seller or any party for damages.
14. The failure of the Buyer to enforce at any time any of the provisions of this agreement shall in no way be construed as a waiver of such provision nor in any way affect the right of the Buyer thereafter to enforce each and every provision of the agreement.
15. Richland County School District One is required by federal and state laws, executive orders, rules and regulations not to illegally discriminate on the basis of race, religion, color, disability, sex, age, alienage, national origin, immigrant status or English-speaking status, or marital status. RCSD1, therefore, commits itself to nondiscrimination in all its education and employment activities. The Seller shall take affirmative action in complying with all federal and state requirements concerning fair employment of the handicapped, and concerning the treatment of all employees and applicants for employment without discrimination by reason of race, color, religion, sex, national origin, age, handicap or veteran status.
16. If any work specified by this purchase order is to be performed on RCSD1 premises the Seller must have on file in the RCSD1 Procurement Services Office a current Certificate of Insurance. Seller shall maintain throughout the performance of its obligations under this Agreement a policy or policies of Workers' Compensation Insurance with such limits as may be required by law, and a policy or policies of general liability insurance with limits sufficient to cover any loss or potential loss resulting from this contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the Seller or any of its subcontractors or their respective officers, directors, employees or agents and a policy or policies of Automobile Liability Insurance with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the Seller or any of its subcontractors or their respective officers, directors, employees or agents while operating their vehicle(s) on RCSD1 property.
17. Any Seller or any of its subcontractors who violate federal, state, local, or RCSD1 polices for safety, health, or environment will be required to correct the violation to the extent permitted by applicable law.
18. Seller agrees to comply with the requirements of state and federal drug free workplace requirements.