

Birdville Independent School District
PURCHASE ORDER TERMS AND CONDITIONS

1. This purchase order constitutes a binding contract between the Vendor and Birdville Independent School District (BISD), to furnish the goods or services specified on the face of the Purchase Order. By acceptance of this Purchase Order, the Vendor agrees to furnish all goods and services in accordance with the terms and conditions specified herein.
2. The Purchase Order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
3. Address all communications, excluding invoices, concerning problems with this purchase order to the Purchasing Office, Birdville Independent School District, 3124 Carson Street, Fort Worth, Texas 76117.
4. **Validation:** This is a valid order only when the following two conditions have been met:
 - A. That a purchase order number appears in the space provided.
 - B. That a computer generated name appears in the space provided for purchase order approval.
5. **Authorizations:** The District will not be responsible for articles delivered and/or services performed without a specific written purchase order.
6. **Pricing: Do not ship at a greater cost than shown on this purchase order, including all shipping charges.** Any increases must be returned to the Purchasing Office for approval. Fax number: 817.831.5662.
7. **Taxes:** The District is exempt from the payment of (1) federal excise taxes, (2) federal transportation taxes, (3) Texas state or local taxes. Any taxes that are included in the invoice price will be deducted from the total invoice. No money will be paid to any person, firm or corporation who is in arrears to the District for taxes. **The District's tax-exempt number is 1-75-6000193-9.**
8. **Warranty, Guarantee, Laws and Regulations:** By accepting this purchase order you hereby, in addition to the guarantees and warranties provided by law, expressly warrant and guarantee as follows:
 - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted and agree that this warranty shall survive acceptance of delivery and payment for the article and that you will bear the cost of inspecting and/or testing articles rejected.
 - B. That the articles to be delivered hereunder will not infringe any valid patent, trademark, trade name, or copyright and that you will, at your own expense, defend any and all actions or suits charging such infringement and will save the District, its agent and employees, harmless in case of any such action or suit.
 - C. That the articles to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State and local laws and regulations.
 - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.
 - E. That articles required by law to have a MSDS shall have a sheet included with the shipments.
9. **Transportation: No C.O.D. shipments will be accepted.** All shipments are to be made "F.O.B. Destination" unless otherwise specified on this purchase order. When articles are sold "F.O.B. Point of Origin" and this purchase order so confirms, prepay shipping charges and record prepaid charges as a separate item on the invoice. It is understood that title of the merchandise appearing on this purchase order will not pass until the merchandise is accepted at the delivery destination.
10. **Inspection, Rejection and Excess Shipment:** In addition to other rights by law, the District reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The District may return rejected articles or excess shipment on this purchase order, or may hold the articles subject to your instructions and at your risk and expense and may in either event charge you with the cost of shipping, unpacking, inspecting, re-packing, re-shipping, and other like expense.
11. **Delivery to a School Building:** When a delivery is to be made direct to a school building, (a) such delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on school holidays and (b) such delivery shall be made and articles shall be placed inside the school building. It is important that you understand that the District cannot and will not accept tailgate delivery at a school entrance unless specified otherwise on this purchase order.
13. **Invoices:** Invoices must be submitted for items that have been shipped or services that have been rendered. Invoices without reference to this purchase order number and listing items or services other than those shown on this purchase order will not be paid.
14. **Payment:** Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or services delivered. Discounts will be calculated from the date of delivery or date of invoice; whichever is later.
15. **Assignment:** You hereby assign to the District any and all claims for overcharges associated with this purchase order which arise under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.