



Northern Humboldt Union High School District

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CHRIS HARTLEY, Ed.D.
District Superintendent

DAVID LONN
Executive Director

IMPORTANT – READ THESE TERMS AND CONDITIONS

1. Purchaser will not be responsible for any goods delivered without purchase order.
2. Seller will send separate invoice for each purchase order number.
3. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice and not from the date of the invoice.
4. In the event of seller's failure to deliver goods or services within thirty (30) days from receipt of purchase order, or as specified in a bid or contract document, purchaser reserves the right, and seller agrees that the purchase may return part or all of any shipment so made, and may charge seller with any loss or expense sustained as a result of such failure.
5. In the event any article sold and delivered hereunder shall be covered by any patent, copyright, or application therefor, seller will indemnify and save harmless purchaser from any and all loss, cost or expense on account of any and all claims, suits, or judgments on account of the use or sale of such article in violation of rights under such patent, copyright, or application.
6. In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in conjunction with the use or sale of such article and are contributed to by said defective condition.
7. If seller performs services or constructs, erects, inspects or delivers hereunder, seller will indemnify and save harmless buyer from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection therewith.
8. Seller represents and warrants that no Federal or state statute or regulation, or municipal ordinance, has been or will be violated in the manufacturing, sale, and delivery of any article or service sold and delivered hereunder and if such violation has or does occur, seller will indemnify and save harmless purchaser from all loss, penalties, of the payment of all sums of money on account of such violation.
9. Purchaser may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.
10. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements, by seller or by any terms stated in seller's acknowledgment unless same be accepted in writing.
11. **M.S.D.S. REQUIRED** – No product or substance will be accepted unless accompanied by a material safety data sheet.
12. The Supplier represents and warrants **fault-free performance** in processing of data and data related data (including, but not limited to: calculating, comparing, and sequencing), by all hardware, software and firmware products delivered and or services provided under this purchase order/contract. Fault-free includes the manipulation of the data which shall be transparent to the user **prior to, through and beyond January 1, 2000.**