# Purchase Order Terms and Conditions

## CONDITIONS OF SALE AND INSTRUCTIONS

1. Deliver Material specified ALL CHARGES PREPAID via parcel or motor freight inside delivery only, 9:00 am to 3:00 pm weekdays only.
2. Seller agrees to deliver only the exact quantity and quality of goods specified in the order.
3. The Seller agrees all invoices for materials and supplies shall show the date of purchase, unit price, the quantity and quality of articles purchased and shipped, the number of the order, and, if the purchase is under contract, the number and date of the contract. Purchase order number must appear on all packages, invoice, and correspondence. All purchase orders based on a sealed bid must be invoiced at the bid price, and the Seller agrees that all conditions and specifications of the bid documents will be strictly adhered to.
4. The Seller agrees that no material or supplies specified on this order shall be invoiced at higher than last quoted without first notifying the Business Office in writing. If approval is not obtained for this deviation, the invoice will not be honored and the ordered goods may be returned at the seller's expense.
5. All invoices shall be prepared for each purchase order and addressed to:
6. 

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Wallingford Swarthmore School District
Business Office
200 S. Providence Rd
Wallingford, Pa. 19086

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   Invoices sent to any other address may not be received or honored for payment. Discount terms will be based upon date invoice received and not date of invoice.
7. Seller warrants items supplied hereunder to conform to specifications, to be free from defects, to be fit for purpose intended, of due quality and workmanship, and Seller will indemnify Buyer against all liabilities for damages or injuries incurred by Buyer as a result of defective material or workmanship in the items supplied hereunder.
8. Payment for items shall not constitute acceptance, but all items shall be received subject to Buyer's inspection and rejection. Seller agrees to extend the discount period on all invoices to the fourth Tuesday of the month.
9. Transportation and other charges arising from delivery, storage and return of defective, incorrect or excess items are chargeable to the Seller. Any such items will be held for Seller's instructions, or, at the option of Buyer, will be returned to Seller, in either case at the Seller's risk and expense. Items delivered after notice of cancellations is mailed, shall be deemed an excess item.
10. Buyer reserves the right to cancel all or any part of this order without liability except to pay the contract price for items delivered prior to notice of cancellation (1) if not filled within a reasonable time or in accordance with the agreement, or (2) if Seller makes an assignment for benefit of creditors or proceedings, in bankruptcy or insolvency are instituted by or against Seller.
11. The Wallingford-Swarthmore School District accepts no responsibility for an order which does not have a completed purchase order number and is not signed by the purchasing agent.
12. The Wallingford-Swarthmore School District is a political subdivision of the Commonwealth of Pennsylvania and as such is exempt from all taxes.
13. Any questions regarding this purchase order, please call 610-892-3470 x 1311.

"By agreeing to deliver the instructional materials on this contract or purchase order, the publisher agrees to prepare and submit, on or before delivery of the materials, a NIMAS file set to the NICAC that complies with the terms and procedures set forth by the NIMCA. Should the vendor be a distributor of the materials and not the publisher, the distributor agrees to notify immediately the publisher of its obligation to submit NIMAS file sets of the purchased product to the NIMAC. The files will be used for the production of alternate formats as permitted under the law for students with print disabilities."

*All invoices that have been received up to 10 days prior to the School Board Meeting will be approved for payment at the Board of School Directors meeting on the 4th Monday of each month.