

CONDITIONS OF SALE AND INSTRUCTIONS

1. SELLER AGREES TO DELIVER ONLY THE EXACT QUANTITY OF GOODS SPECIFIED IN THE ORDER.
2. IF SELLER CANNOT DELIVER ALL OF THE ORDER AT ONE TIME, HE AGREES TO HOLD INVOICES UNTIL THE ORDER IS DELIVERED IN FULL, OR MAKE SPECIAL ARRANGEMENTS WITH THE PURCHASE DEPARTMENT.
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 ORDER, AND, IF THE PURCHASE IS UNDER CONTRACT AND THE NUMBER AND DATE OF THE CONTRACT.
4. THE SELLER AGREES THAT NO MATERIAL NOR SUPPLIES SPECIFIED ON THIS ORDER SHALL BE INVOICED AT HIGHER THAN LAST QUOTED WITHOUT FIRST NOTIFYING IN WRITING THE BUSINESS ADMINISTRATOR.
5. ALL INVOICES SHALL BE PREPARED FOR EACH ORDER NO. IN DUPLICATE AND MUST BE PRESENTED TO THE BUSINESS ADMINISTRATOR AT LEAST 10 DAYS BEFORE THE NEXT REGULAR BOARD MEETING.

UPPER TOWNSHIP BOARD OF EDUCATION
525 PERRY ROAD
PETERSBURG, NEW JERSEY 08270

6. SELLER WARRANTS ITEMS SUPPLIED HEREUNDER TO CONFORM TO SPECIFICATIONS. TO BE FREE FROM DEFECTS, TO BE FIT FOR PURPOSE INTENDED, OR 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 ON THE ITEMS SUPPLIED HEREUNDER
7. 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 / PAYMENT PERIOD ON ALL INVOICES TO THE DAY AFTER THE FOURTH WEDNESDAY OF THE MONTH FOR INVOICES RECEIVED AFTER THE 1ST OF THE PRIOR MONTH. INTEREST OR PENALTIES WILL NOT BE PAID BY THE PURCHASER DURING THIS TIME PERIOD.
8. 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 CANCELLATION IS MAILED SHALL BE DEEMED AN EXCESS ITEM.
9. 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 90 DAYS OR IN ACCORDANCE WITH THE AGREEMENT, OR (2) IF SELLER MAKES AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR PROCEEDINGS IN BANKRUPTCY OR INSOLVENCY ARE INSTITUTED BY OR AGAINST SELLER.
10. PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICE AND CORRESPONDENCE.
11. DELIVER MATERIAL SPECIFIED ALL CHARGES PREPAID VIA PARCEL OR MOTOR FREIGHT DOOR TO DOOR DELIVERY.
12. AFFIRMATIVE ACTION REQUIREMENT. THE BOARD UNDER LAW CAN NEGOTIATE BUSINESS ONLY WITH OTHER AFFIRMATIVE ACTION EMPLOYERS, ALL CONTRACTORS AND SUB-SUBCONTRACTORS WITH WHOM IT CONTRACTS ARE OBLIGED TO TAKE AFFIRMATIVE ACTION TO PROVIDE EQUAL EMPLOYMENT OPPORTUNITY WITHOUT REGARD TO RACE, CREED, COLOR, AND NATIONAL ORIGIN, AGE OR SEX.
13. THE BOARD OF EDUCATION WILL NOT BE LIABLE FOR GOODS FURNISHED WITHOUT WRITTEN ORDER.