

GENERAL TERMS AND CONDITIONS

1. Merchandise or material furnished under this order remains the property of the Vendor / Contractor until received and inspected by an official of the Lewisville Independent School District.
2. The Vendor / Contractor, in accepting this Purchase Order, hereby warrants the Merchandise / services and workmanship to be delivered or furnished under this Purchase order to be in all respects in accordance with the bids and / or bid Specifications and /or drawings and plans (if furnished or approved by contractor) and / or vendor's sample and / or vendor's catalog description, Whichever is applicable and agrees that this warranty shall survive acceptance of the merchandise and / or services by the Lewisville Independent School District.
3. All packages or containers of shipments by common carrier(s) of merchandise supplied under this purchase order shall either (a) be labeled with the purchase order number of this order or (b) contain a packing slip which shows purchase order number for this purchase order.
4. No change in prices, specifications, shipping instructions or other conditions of this purchase order will be valid until authorized or approved by an official of the Lewisville Independent School District Purchasing Department.
5. No charge for packing, crating, containers, insurance, or inspection will be made unless provided for in the body of this order.
6. It is agreed that all goods furnished under this order will comply with all Federal and State laws and regulations pertaining thereto.
7. The Lewisville Independent School District will not pay disputed interest on bills overdue per 2251.042 of the Government Code.
8. Neither party shall be liable for its failure to fulfill or perform any term or condition of this contract if such fulfillment or performance is made illegal, impossible, or impracticable due to reasons of fire, strike, war, insurrection, riot, labor disputes, government restrictions, order of court, judge, or civil authority, national, state, or local emergency, acts of God, epidemic, pandemic, quarantine, restriction of social gatherings, extreme weather, flood, storm, terrorism, invasion, or other similar or dissimilar cause beyond a party's reasonable control (collectively, "force majeure event"), provided that the non-performing party shall provide notification of such inability to fulfill or perform any contractual term or condition to the other party as soon as reasonably possible after the occurrence of such force majeure event. In the event of such an occurrence, the time for performance of any contractual term or condition shall be (1) suspended, upon mutual agreement of both parties, until such time as the force majeure event is removed or (2) terminated at either party's election. If either party desires to terminate the contract, all paid deposits or advance payments, if applicable, for services not yet performed or products not yet received shall be fully refunded upon demand.
9. No C. O. D. shipments will be permitted.
10. The Lewisville Independent School District is exempt from Federal excise taxes and state sales tax.

NOTICE: STATE SALES TAX EXEMPTION CERTIFICATE: The signed claims an Exemption from taxes under Chapter 20, Title 122A. Revised Civil Statutes of Texas for Purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed, as this property is being secured for the exclusive use of the Lewisville Independent School District.

TAX EXEMPT: TEXAS STATE SALES TAX PERMIT NO. 1-75-6001955-0

****PAYMENT will be made upon completion of order net 30 from invoice received****