

## TERMS AND CONDITIONS

1. ACCEPTANCE - Acknowledgement of or commencement of performance on this order constitutes acceptance of all terms and conditions including price, delivery and bid specifications. Any changes, additions or deletions by Seller must be accepted in writing by the Haddonfield Township Public Schools (HTPS) Administration.
2. CONTRACT - Seller and (HTPS) agree that this order and the acceptance thereof shall be a contract made in the State of New Jersey and governed by the Public Schools Contracts Law and Regulations.
3. DELIVERY - Unless otherwise specified delivery is to be completed within ninety days. HTPS reserves the right to cancel this order in whole or in part without penalty if the delivery requirements are not met. Purchase Order number must appear on all packages, delivery slips, and invoices
4. PRICING - Seller's price shall not exceed the price indicated on this order unless otherwise agreed to in writing. Any increase must be approved in writing by HTPS purchasing department prior to shipment.
5. CHANGES - Changes to any purchase agreement must be mutually agreed upon between HTPS and Seller through written approval and/or change order prior to shipping goods or completing services.
6. OVERSHIPMENT - Over shipments will be accepted and paid for or returned (at Seller's expense) at the discretion of HTPS purchasing department.
7. PAYMENT TERMS - If terms of payment are not indicated on this order or otherwise agreed to, terms of payment are subject to HTPS Board of Education approval beginning upon receipt of goods or completion of service or receipt of invoice by HTPS, whichever is later. HTPS will not pay interest or late fees, regardless of language provided by vendor.
8. WARRANTY - Seller warrants that all goods and services applicable to this order will be free from defects in material and workmanship, will be fit and sufficient for the purposes intended and (where applicable) will conform strictly to HTPS's specifications or samples. These warranties shall service acceptance of the goods and services. These warranties shall be in addition to any expressed or implied warranties of additional scope given to HTPS by Seller or implied by law.
9. INSPECTION AND REJECTION - Final inspection shall be on HTPS premises. Material or workmanship deemed not acceptable to HTPS shall be returned to Seller at Seller's expense and replacement or cancellation without obligation at HTPS discretion.
10. AFFIRMATIVE ACTION - Seller is required to comply with the requirements of P.L. 1975, C.127. N.J.S.A. 10:5-31 et seq. and (N.J.A.C. 17:27)
11. PREVAILING WAGE ACT - Pursuant to N.J.S.A. 34:1 I-56.25et seq. Seller shall adhere to all requirements of the New Jersey Prevailing Wage Act on projects for public work.
12. RIGHT TO KNOW ACT - Pursuant to N.J.A.C. 8:59:5.1 all items which contain chemicals must comply with the New Jersey Right to Know statute. Information and labels are required with every item and every delivery; if not received, the order will not be accepted.
13. TAXES - Local school districts, as political subdivisions of the State of New Jersey, are exempt from the New Jersey Sales and Use Taxes, pursuant to Section 9(a) of the New Jersey Sales and Use Tax Act when purchasing items and services for their own use.
14. HOLD HARMLESS CLAUSE -The Seller will indemnify and hold harmless HTPS from all claims, suits or actions and damages or costs of every name and description to which HTPS may be subjected to or put by reason of injury to the person or property of another, or the property of HTPS, resulting from the negligence, carelessness or accident on the part of the Seller, his servants or subcontractors, in the delivery of materials and supplies, or in the performance of the work under this agreement. Seller shall maintain such Public Liability, Property Damage and Employee's Liability and Compensation Insurance as will protect HTPS from said risks and from any claims under applicable Workmen's Compensation and Occupational Disease Acts.
15. TERMS — HTPS is not bound by any printed matter on Seller's acknowledgement form or invoice which would impose upon HTPS conditions at variance with the terms and conditions of this order.
16. PURCHASES GENERATED FROM A BID - The entire bid specification, as applicable, is to be interpreted as terms and conditions for this purchase, along with the terms and conditions herein. If the terms and conditions conflict between the bid specification and those herein, the bid specification prevails.
17. NEW JERSEY BUSINESS REGISTRATION - Seller is required to comply with the requirements of P.L.2004,c57.