



PURCHASE ORDER

PO# ON INVOICE & PACKING LIST

PURCHASE ORDER NUMBER	U22R0204
<small>(THIS NUMBER MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE)</small>	

DELIVERY DUE DATE	
REQUESTOR/END USE	Jashua Culpepper /
SHIP VIA/FOB	

ISSUED/PRINTED	BID/REQUISITION #	BUYER	CONTACT PHONE NUMBER	VENDOR #	VENDOR ACCT #/TERMS	REQUESTOR/END USE	SHIP VIA/FOB
08/14/24 08/15/24	U2200901	Maritza E. (714)	447-7536	V2207297 P: (415) 891-7113 F: (877) 719-6480		Jashua Culpepper /	
			DELIVERY HOURS				
			7:30-3:30				

FROM/BILL TO:
 Fullerton School District
 Accounts Payable Department
 EM: christine_inks@myfsd.org
 1401 W Valencia Drive
 Fullerton, CA 92833

TO: Tech to School
 1530 Montague Expressway
 San Jose, CA 95131

SHIPTO: Fullerton School Dist Warehouse
 211 South Basque Avenue
 Fullerton, CA 92833

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	COST	EXTENSION
Page 1 of 1					
0001	Quote MTS103830 Sku #MK2K3LL/A 10- Pack 2nd Stock Description: 64GB iPad 9th Gen WiFi Only 10-Pack 2nd Stock Prepared for Robert Dietterle	1	EA	2,860.00	2,860.00
0002	Sku # MK2K3LL/A-C Description: Apple iPad 9th Gen 64GB Second Stock Space Gray	2	EA	286.00	572.00

ACCOUNTS AND AMOUNTS

0121552101 4310 3,697.98

Subtotal:	3,432.00
Tax:	265.98
Discount:	
Freight:	0.00
PO Total:	3,697.98


 Michael S. McAdam

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** "District" shall mean Fullerton School District. The term "Seller" or "Supplier" or "Contractor" shall mean Vendor and all Vendor's officers, directors, employees, agents, subcontractors, and suppliers.
2. **ACCEPTANCE.** Vendor accepts this Purchase Order solely on the basis of what is written on the front hereof and on these terms and conditions. This Purchase Order cannot be changed in any way without District's written consent. Additional terms and/or conditions on Vendor's form shall be deemed a material alteration hereof and are rejected.
3. **INVOICES AND PAYMENTS.** Vendor shall submit separate invoices for each purchase order to District's Accounts Payable Office at the address on the Purchase Order front page. Unless otherwise specified, invoices shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals for items delivered, sales tax and use tax as applicable, and shipping/handling charges identified in accordance with Paragraph 6. No variation in the item description, quantity, or unit price of any line item ordered shall be accepted. Prices and amounts (including any shipping/handling charges) shown on the Purchase Order are the maximum amounts authorized for payment. District shall make payment net 30 days upon receipt of an invoice per this Paragraph after delivery and acceptance of the goods and/or services by District's authorized representative. Failure to comply with this Paragraph shall be a cause for delay in payment. Vendor shall submit an IRS Form W-9 upon District's request.
4. **DISCOUNTS.** In connection with any discount offered, the discount period shall begin on the date of delivery and acceptance at destination, or the date the correct invoice is received in District's Accounts Payable office, or the date final approval for payment is authorized if an adjustment in payment is necessary due to damage or defect, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of District's payment.
5. **TAXES.** District pays State Sales Tax and Use Tax. State and Federal Excise Taxes do not apply to District. District shall furnish Vendor excise tax exemption certificates upon request.
6. **SHIPPING.** All items shall be prepared and packed in a reasonable manner to prevent damage in shipment. District is not liable for extra charges for packing or cartage unless specified otherwise. Vendor shall include a packing slip in all shipments, and shall place the purchase order number on all packing slips and packages. All goods are to be shipped prepaid, F.O.B. Destination unless specified otherwise. Where authorization is specified to ship goods F.O.B. Shipping Point, Vendor shall prepay all shipping charges, route goods by the most reasonable way (unless authorized to ship by other means) and shall invoice District for the actual shipping/handling charges paid. Invoices containing shipping/handling charges shall include either the original or a copy of the prepaid bill of lading. Claims for shipping/handling charges without proper supporting documents will not be paid.
7. **INSPECTION AND ACCEPTANCE.** Inspection and acceptance shall occur within a reasonable time after delivery. Damaged or defective shipments discovered upon inspection shall be returned for replacement or credit at Vendor's expense. District's payment before discovery of damage or defect shall not constitute a waiver or limitation of any of District's rights.
8. **HEALTH & SAFETY.** Vendor's goods and services shall comply with all OSHA and Cal/OSHA requirements. All shipments of hazardous chemicals must include Safety Data Sheets (SDS, previously MSDS).
9. **LICENSE AND PERMITS.** Vendor, its officers, directors, employees, agents, subcontractors, suppliers, and consultants shall secure and maintain in force such licenses and permits as required by law, in connection with its performance under this Purchase Order.
10. **WARRANTY.** Vendor warrants that all goods and services shall: (1) be free from defects in workmanship and material for the minimum period provided by the manufacturer or as required per District's specifications, whichever is longer, from the date of acceptance; (2) be free from defects in any design; (3) be new, and conform and perform to the requirements stated in the specifications and where detail requirements are not so stated, shall conform to applicable industry standards; and (4) be suitable for the use stated in the specifications. If, during the warranty period, an item is not available for use due to a defect, such time of unavailability shall not be counted as part of the warranty period, provided that District gives Vendor written notice after discovery of the defect. Vendor shall correct any such defect, and provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by District. In the event Vendor fails to cure within a reasonable time or such defect creates a dangerous condition that requires immediate correction to prevent further loss, District may proceed to cure and make corrections at Vendor's expense. Such action by District does not relieve Vendor of the warranties provided in this Paragraph. District may collect its reasonable costs and attorneys' fees in any action to enforce this Paragraph. Nothing herein shall limit any other rights or remedies available to District.
11. **INDEPENDENT CONTRACTOR.** At all times Vendor is an independent contractor and not an officer, employee or agent of District.
12. **TERMINATION.** District has the right to terminate this Purchase Order at any time, with or without reason, for its own convenience with liability limited to the good and/or services delivered before the Vendor's receipt of District's termination notice. All blanket or standing purchase orders will terminate automatically on June 30 at the end of District's fiscal year without prior notice to Vendor.
13. **FORCE MAJEURE.** The Vendor shall be excused from performance hereunder during the time and to the extent that Vendor is prevented from obtaining, delivering or performing by acts of God such as, but not limited to, earthquakes, severe weather conditions, floods, war, riots, terrorism, civil commotions, acts of public enemy, acts of civil or military authority, fire, explosion, epidemics or pandemics, or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency, or any other causes beyond the reasonable control of the Vendor when satisfactory evidence thereof is presented to the Fullerton School District.
14. **INDEMNIFICATION.** Vendor shall hold harmless, indemnify and defend District, its Governing Board, officers, employees, agents, volunteers, and students (collectively "Indemnitee") from and against any and all claims, demands, liabilities, costs, damages, and expenses (including without limitation, interest and penalties) incurred by District ("Losses") arising out of or in connection with Vendor's performance or other obligations under this Purchase Order to the extent such Losses are caused by or result from: (1) the willful misconduct and/or negligent acts, errors, or omissions of Vendor, its officers, directors, employees, agents, subcontractors, suppliers, consultants, or any person or entity directly or indirectly under the control, supervision or employ of Vendor or its subcontractors, suppliers, or consultants; and/or (2) Vendor's breach of its warranties or any provision of this Purchase Order. The obligation to defend shall arise regardless of any claim or assertion that District caused or contributed to the Losses.
Vendor shall hold harmless, indemnify and defend Indemnitee from and against any and all claims for damage or liability, in law or in equity, including, without limitation, any loss, cost, expense, royalties, attorney fees, court costs, and other litigation expenses that may at any time arise due to any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use by Indemnitee of any method, process, product, concept specified or depicted, or writing supplied by Vendor or its officers, directors, employees, agents, subcontractors, suppliers, or consultants in the performance of this Purchase Order. Nothing in this Purchase Order, including the provisions of this Paragraph, shall constitute a waiver or limitation of any rights which District may have under applicable law.
15. **INSURANCE.** Vendor shall maintain insurance for protection from and against any and all claims that might arise from its performance or other obligations under this Purchase Order. The following coverages are minimum requirements and shall not in any way limit Vendor's liability: (1) Workers' Compensation and Employer's Liability Insurance as required by law; (2) Commercial General Liability: \$1 Million combined single limit per occurrence including bodily injury and death, broad form property damage, written on an "occurrence" basis; and (3) Automobile Liability: \$1 Million combined single limit per occurrence, covering all owned, non-owned and hired vehicles. District may require Vendor to submit certificates of insurance as evidence of such coverage. Failure to furnish certificates of insurance upon request as required shall constitute a material breach of this Purchase Order. Any insurance or self-insurance maintained by District shall be in excess of and non-contributory with Vendor's general liability insurance. Vendor shall require the same of any of its subcontractors, suppliers, and consultants. An additional insured endorsement may be required by the District.
16. **CONFLICT OF INTEREST.** Negotiation of either quantity or trade discounts with Vendor for all purchases shall be by District's Assistant Superintendent of Business or Director of Purchasing or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any Vendor attempting to or providing such incentives shall result in the immediate termination of any existing and/or future order to that Vendor and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities.
17. **ASSIGNMENT.** Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without District's prior written consent.
18. **COMPLIANCE WITH APPLICABLE LAWS.** Vendor shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Vendor, Vendor's business, Vendor's goods and/or services, and personnel related to this Purchase Order.
19. **GOVERNING LAW AND VENUE.** This Purchase Order shall be governed by the laws of the State of California with exclusive venue in Orange County, California.