



HUMBLE ISD GENERAL TERMS AND CONDITIONS

ACCEPTANCE OF CONTRACT This Purchase Agreement (hereinafter "Contract") is Humble Independent School District's (hereinafter "District") offer to Contractor, Vendor or Supplier (hereinafter "Vendor"). Acceptance is strictly limited to its terms. District shall not be bound by and specifically objects to any term or condition whatsoever that is different from or in addition to the terms and conditions of this Contract, whether or not such term or condition will materially alter this Contract. Vendor's commencement of performance or acceptance of this Contract in any manner shall conclusively evidence agreement to this Contract as written. Acceptance of District's goods and/or services does not constitute acceptance of any terms and conditions stated in District's documentation or agreements. Vendor's commencement of work on the goods subject to this Contract or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance.

PURCHASE ORDER The District requires a Purchase Order before order fulfillment takes place. Purchase Order Number must be clearly identified upon each invoice. Invoices that do not indicate our PO number will be returned to the vendor. The purchase order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.

DELIVERY The Vendor has the obligation to meet the delivery dates, specifications, and quantities set forth in the Purchase Order. If, at any time, Vendor believes it may be unable to comply with the delivery or completion schedules, Vendor must immediately notify the District's Purchasing Department in writing of the probable length of any anticipated delay, the reasons for the delay, and the estimated delivery/completion date(s). In the event of such notification or of an actual failure by vendor to comply with the delivery or completion schedules, the District may, in its sole discretion, in addition to all other remedies, and without liability. All deliveries shall be made to the location(s) identified in the issued Purchase Order unless otherwise specified. Materials must be properly packaged and marked with the purchase order number. The District is responsible and reserves the right to accept only the quantity of goods shown on the face of the Purchase Order. Delivery hours are 8:00am to 3:00pm, M-F, except for certain holidays.

RIGHT OF INSPECTION The District shall have the right to inspect the goods at delivery before accepting them. Defective goods or goods not in accordance with the District's specifications and/or the Contract will be held for Vendor's instructions at Vendor's risk, and if Vendor so directs, will be returned at Vendor's expense. If inspection discloses that part of the goods received are not in accordance with the District's specifications, the District shall have the right to cancel any unshipped portion of the Contract. Payment for goods on this Contract prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that the District may have against Vendor.

ASSIGNMENT Neither this Contract, nor any interest in it or monies payable under it, may be assigned without the District's written consent. Any assignment made without such consent shall be null and void.

MODIFICATIONS No vendor changes or modifications in the Contract shall be made except upon the written approval of the Director of Purchasing for the District and the General Counsel's office. Specifically, and without limitation as to any other modifications and/or changes, all price increases, over shipments or substitutions require the written approval. No substitutions or cancellations permitted without approval. The specific quantity contracted must be delivered in full and not be changed without the District's consent in writing. Any unauthorized quantity is subject to District's rejection and return at Vendor's expense. Any additional or different terms and conditions proposed by the Vendor are rejected unless expressly accepted in writing.

PRODUCT RECALL Vendor shall notify District's Director of Purchasing immediately if a product recall is instituted on any good and/or service Contractor has delivered or if Vendor discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

FREIGHT TERMS - All deliveries shall be to the site(s) specified on the purchase order, be freight prepaid, F.O.B. Destination, and pricing shall include all shipping, handling, freight, and/or delivery charges. No C.O.D. shipments will be accepted. If the goods are not shipped in accordance with the School District's directions and the instructions set out in this Contract, the contracted Vendor shall pay to the School District any excess cost occasioned the School District thereby.



TERMINATION FOR CONVENIENCE The District may terminate this Contract for its convenience, in whole or in part, by written or telegraphic notice at any time. If this Contract is terminated for convenience, any claim by Vendor shall be settled on the basis of reasonable costs it has incurred in the performance of this Contract.

TERMINATION FOR DEFAULT The District shall have the right to cancel for default all or any part of the undelivered portion of this Contract, if Vendor breaches any of the terms hereof including warranties of Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity. Additionally, the District reserves the right to cancel all or any part of the undelivered portion of this Contract.

PAYMENT TERMS The District shall have net 30 days after receipt of goods/service and/or invoice, whichever is later, to remit payment to the vendor. If under the stipulations of the Prompt Payment Law, Government Code, Chapter 2251, interest is determined to be due the Vendor, the interest rate shall be in accordance with Chapter 2251 of the Texas Government Code. Payments may be held until all items have been received and cash discounts applied to the next payment date.

INVOICES Itemized invoices shall be directed to Humble ISD Accounts Payable, P.O. Box 2000, Humble, TX 77347-2000. Invoices shall indicate the Humble ISD Purchase Order number and include the shipping address. Invoices shall be itemized and transportation charges, if any, shall be listed separately.

TAXES The District is tax-exempt and shall not pay or be liable for taxes for goods and/or services. Vendor shall not include taxes on the invoices. District will furnish a tax exemption certificate upon request.

WARRANTIES Vendor expressly warrants that all the materials and articles covered by this Contract or other description or specification furnished by the District will be in exact accordance with such Contract, description or specification and free from defects in materials and/or workmanship, and merchantable. Such warranty shall survive delivery, and shall not be deemed waived either by reason of the District's acceptance of said materials and articles or by payment for them. Any deviations from this Contract, or said description or specifications furnished hereunder, or any other exceptions or alterations must be approved in writing by the Director of Purchasing.

TITLE & RISK OF LOSS The title to the goods and the risk of loss for the goods shall not pass from Vendor to the District until the School District actually receives and takes possession of the goods at the point of delivery.

INSURANCE In the event that the Contract requires or contemplates performance of services by Vendor's employees or person under contract to Vendor to be done on District's property, Vendor agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the District. Vendor shall maintain all necessary insurance coverage, including public liability and Workmen's Compensation insurance sufficient to meet all liabilities mentioned herein. Vendor shall indemnify and save harmless and defend District from any and all claims or liabilities arising out of the work covered by this paragraph.

INDEMNIFICATION VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT (INCLUDING, WITHOUT LIMITATION, THE DISTRICT'S BOARD OF TRUSTEES, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY ALL DAMAGES, CLAIMS, SUITS IN LAW OR IN EQUITY, COSTS (INCLUDING ATTORNEY'S FEES), FINES, PENALTIES, LIABILITIES AND EXPENSES (INCLUDING BUT NOT LIMITED TO THE INJURY OR DEATH OF PERSONS, OR THE LOSS OR DAMAGE TO PROPERTY) ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT IN THE GOODS OR SERVICES PURCHASED HEREUNDER, OR FROM ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT, OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY PART OF THE GOODS AND/OR SERVICES THE CONTRACTOR IS REQUIRED TO DELIVER AND/OR PERFORM.

APPLICABLE LAW & VENUE. The Contract shall be governed by the laws of the State of Texas and the Uniform Commercial Code as adopted by the State of Texas and in force on the date of this Contract. Both parties agree that venue in any litigation arising from this Contract shall lie in Harris County, Texas. Vendor represents that the merchandise covered by the Contract was not manufactured and is not being sold in violation of any federal, state, or local law.



CONFLICT OF INTEREST Vendor and its employees agents, representative, and subcontractors have read and understand District's Conflict of Interest policy. Neither Vendor nor its employees, agents, representatives or subcontractors will assist or cause District employees to violate its Conflict of Interest Policy or applicable state or federal ethics laws or rules. Vendor represents and warrants that immediately upon discovering an actual or potential business relationship with District's Board member, officer or an employee with purchasing authority or influence, such relationship shall be disclosed to the Director of Purchasing

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS No Board member, officer or employee of the District shall make recommendations regarding any contract from which the employee stands to gain financial benefit. Any conflict of interest must be declared according to the District's policy. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the District may render the contract void and nonenforceable at the option of the District.

GRATUITIES The District may by written notice to the Vendor cancel this contract without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by Vendor, or any agent or representative of the Vendor, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this Contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.

FAIR LABOR STANDARDS ACT Vendor, in the performance of this Contract, shall comply with the provisions of the Fair Labor Standards Act of 1938, as amended and all other applicable federal, state and local laws, regulations, rules and ordinances.

PRIORITY The provisions of these Terms and Conditions constitute material terms of the offer and award of a contract hereunder. By submission of a purchase order, bid or proposal, Vendor agrees that these Terms and Conditions shall take priority in the event of a conflict of terms, over any terms contained in an Contract document (if any) provided by Vendor and executed by District regardless of whether the Contract document contains any clause to the effect that the contract document constitutes the whole agreement between the parties and supersedes any prior agreements.

INQUIRIES All inquiries concerning payment should be directed to Accounts Payable, 281.641.8040. All inquiries concerning purchase orders should be directed to the Purchasing Department, 281.641.8990.