

**GENERAL TERMS & CONDITIONS**  
Revised 05-04-2021

1. These SAISD's General Terms and Conditions supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the issuance of a Purchase Order. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE TERMS AND CONDITIONS, SAISD'S GENERAL TERMS AND CONDITIONS SHALL CONTROL.
2. All communications concerning back orders, price increases, cancellations, changes, or substitutions to this Purchase Order should be directed to the contact person indicated in the "SHIP TO" section of the Purchase Order.
3. No back orders will be accepted after 60 calendar days from the date assigned by the, unless indicated otherwise on the face of this Purchase Order.
4. This Purchase Order is not valid unless signed by the San Antonio Independent School District (SAISD) or the P.O. includes the notation "P. O. Approved- No Signature Required" and has an assigned Purchase Order Number."
5. Delivery terms and transportation charges F.O.B. Destination; prepaid and added to invoice. No COD shipments of any character will be accepted.
6. The place of delivery shall be set forth in the Purchase Order. All deliveries must be inside deliveries and at no additional charge to the District.
7. The Purchase Order number must appear on all invoices, packages, delivery tickets, and packing slips. Invoices should not reference more than one Purchase Order number and details of the goods/services provided. Invoices for partial shipments are acceptable.
8. The SAISD is not responsible for products delivered or for services performed without a written Purchase Order. Any shipment or delivery of goods and services made to SAISD campuses and departments without a properly approved Purchase Order constitutes an unauthorized purchase and financial obligation. The District does not assume any responsibility for these goods and services, condition of goods, and/or un-returned goods.
9. Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered.
10. Vendor warrants that the prompt payment discount terms, delivery terms, and distribution allowance, quality and performance or product/services, prices, product/service warranty(ies), and other conditions/provisions offered in this Purchase Order are the same or better than those offered the Vendor's most favored customer.
11. Performance of this P.O. is contingent upon funds being appropriated by the Texas Legislature or otherwise being available for this P.O. In the event funds are not appropriated or otherwise available, the P.O. becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, SAISD may notify the Vendor that any alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default
12. Vendors are responsible for notification to the Procurement Service department of change of address and telephone number.
13. During the performance of this Purchase Order the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
14. The School District is exempt from federal excise taxes and state, city and MTA sales taxes. "SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Title 2, Chapter 151,310, of the Texas Tax Codes, for the purchase of tangible personal property and/or taxable services described in this numbered order, purchased from the contractor and/or shipper listed above, and certifies that this property is being secured for the exclusive use of the SAISD."
15. Because fiscal responsibility is a criterion, in the event that a vendor is or subsequently becomes delinquent in the payment of its school ad-valorem taxes, such fact may be grounds for rejection of the Purchase Order. However, the District reserves the right to deduct any amounts owed for delinquent taxes from payments that the District may owe to the delinquent vendor after the Purchase Order has been issued.
16. Neither assignment nor transfer of this Purchase Order, in whole or in part, to any other party will be allowed unless the vendor to whom this Purchase Order is issued receives written approval from the Director, Department. Written approval must be requested and received prior to any assignment or transfer.
17. Right of Inspection - The District has the right to inspect the goods at delivery before accepting them. If the District is not able to inspect the goods at the time of the delivery, the District still has the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense and risk for all damage's incidental to the rejection. Payment shall not constitute an acceptance of the materials nor impair the District's right to inspect or any of its remedies.
18. Applicable Law and Venue--The validity, construction and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offer or may provide. Both parties agree that the venue for any litigation arising from this contract shall occur in San Antonio, Texas.
19. Any original work or design created on behalf of the SAISD shall be considered a "work made for hire" under the United States Copyright Act and shall be the sole property of the SAISD and all right, title and interest therein, including copyright, shall solely vest in the District.

REFERENCE P.O.