



Purchase Order Terms & Conditions

A Purchase Order is provided to the Vendor for immediate acceptance. Unless promptly notified to the contrary, Mundelein Elementary School District 75 (the "District") will assume the Vendor's acceptance of these terms and conditions and will make delivery as specified.

INVOICES. Invoices must be mailed or emailed to the District, as specified on the Purchase Order. All prices on invoices must be F.O.B. Destination

ENTIRE AGREEMENT. All specifications, drawings, and data submitted to the Vendor with this order or the solicitation for this order are hereby incorporated herein and made a part hereof. This purchase order contains the entire agreement of the parties.

MODIFICATION. Any substitutions or alterations of any kind or changes in the price of merchandise must receive prior District approval.

TRANSPORTATION CHARGES. Transportation expense for all shipments shall be prepaid to the destination. Merchandise shipped by freight or express will be packed, marked, and described to obtain the lowest rate possible under freight or express classifications.

UNAVOIDABLE DELAY. If the Vendor is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control, the Vendor must immediately, upon receiving knowledge of such delay, give written notice to the purchasing agent of the earliest shipping date.

QUANTITY. Quantities furnished in excess of those specified in the Purchase Order will not be accepted.

INSPECTION. Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, or data of Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

WARRANTY. The Vendor warrants that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship, and title, and defects in design. In addition, Vendor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured, and designed or for such other purposes as are expressly specified in this order. The District may return any nonconforming or defective items to the Vendor or require collection or replacement of the item at the time the defect is discovered, all at the Vendor's risk and expense. Acceptance shall not relieve the Vendor of its warranty responsibility.

PAYMENT. Payments shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, or the Vendor's invoice, whichever is more favorable to the District, and the payment date therefore shall be calculated from the receipt of the invoice or receipt or final acceptance of the goods, whichever is later. Payment is subject to District Policy and Board approval of invoices and disbursements.

TAXES. The District is exempt from all federal and state taxes under exemption number



Purchase Order Terms & Conditions (cont.)

E9995-6561. The amounts to be paid to Vendor are inclusive of all other taxes that may be levied, including, without limitation, sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.

INSURANCE. Vendor shall procure and maintain in full force and effect, at its expense, products liability, completed operations, and other insurance which is customary for similar vendors in the industry and acceptable to the District.

LIABILITY. The Vendor shall be liable for all damages incurred while in performance of its services for the District. The Vendor assumes full responsibility for the work to be performed hereunder, and hereby defends, holds harmless, indemnifies, releases, relinquishes and discharges the District, its officers, agents and employees, from all claims, demands and causes of action of every kind and character including the cost of defense thereof, for any injury to including death of any person whether that person be a third person, contractor or an employee of the Vendor or the District, and any loss of or damage to property of the Vendor, the District, or a third party, caused by or alleged to be caused by, arising out of or in connection with the Vendor's services to the District, whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

PREVAILING WAGE. If this Contract involves (a) a "public works" project within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130, or (b) printing; janitorial, cleaning, or window cleaning services; building and grounds or site technician services; or natural resources, food, or security services contracts of \$2,000 or more (or \$200 or more per month) within the meaning of the Illinois Procurement Code, 30 ILCS 500/25-60, all contractors and subcontractors must pay no less than the general prevailing rate of wages (hourly cash wages plus fringe benefits) in the locality in which the work is produced or performed and comply with all other requirements of the Act. Refer to the prevailing wage rates on the Illinois Department of Labor website at: <http://go.uillinois.edu/IDOL>.

TOXIC SUBSTANCE. The Vendor must comply with the Toxic Substances Act (PA 83-240a). This Act requires that a Material Safety Data Sheet be provided for any product containing one or more toxic substances covered in this Act. The MSDS shall accompany delivery or have been submitted prior to delivery. Payment to the vendor will not be made until the MSDS is provided.

ETHICS & GIFT BAN AWARENESS. The Vendor will abide by the [District 75 Board Policy 2:105](#), which outlines Ethics & Gift Ban precepts.