



# Procurement Terms & Conditions

1. **Definitions:** As used in these terms and conditions, “order” shall mean this Purchase Order, and all of its attachments and exhibits, the solicitation, and all addenda; “materials” means any materials, machinery, equipment, fixture, article, or item provided per this order: “Seller” means the person, firm, entity, or corporation to whom this order is issued, and “Purchaser” means the DeKalb County School District (DCSD).
2. **Authority for Transactions:** The DCSD Purchasing Department produces, and issues purchase orders for DCSD, and is the authorized agent for transactions under this Purchase Order. Contrary instructions, terms or conditions from any source other than the DCSD Purchasing Department shall not be honored. Purchase Orders are not valid unless signed by a DCSD Purchasing Agent.
3. **Acceptance:** Acceptance of this order shall constitute acceptance of the terms and conditions. Notwithstanding the foregoing, in the event of an express conflict or contradiction between the Purchase Order Terms and Conditions and a separate Service Agreement, the terms and conditions of the Agreement shall govern.
4. **Time of Essence:** Time is of the essence to the performance of this order. Delivery dates and installation times are specified herein. Failure to deliver or install in accordance herewith shall constitute a material breach of this order. All orders not delivered by the due date may be cancelled unless prior arrangements have been made for an extension of time, without prejudice to any other rights Purchaser may have as a result thereof.
5. **No Official Purchase Order:** All approved, official DCSD purchase orders are issued under the terms of numbered and signed purchase orders/contract documents subject to these terms. DCSD has no obligation to Sellers for deliveries made without prior receipt of an approved, official, numbered and signed purchase order document subject to these terms.
6. **Shipping:** Any proposed delivery / shipping charges must be in accordance with these terms and the terms stated on the purchase order document itself. Delivery shall be F.O.B. destination ONLY, with title to materials purchased and risk of loss and damage to materials purchased to remain with the Seller until inspection and acceptance of same materials by the Purchaser at the delivery point of destination. Under no circumstances will title pass to the Purchaser prior to Purchaser’s inspection and acceptance of materials at the delivery point of destination. See #8 below — Inspection/Acceptance of Goods. Any claims for damage or loss incurred during the delivery the delivery shall be the sole responsibility of the Seller. Price shown on the

order includes all delivery costs to the delivery point of destination. Seller must include a packing list in each shipment.

7. **Shipment Markings:** Seller shall include a packing list in each shipment. Each packing list shall include the DCSD purchase order number, Seller name and contact telephone number, order 'Attention To' name, itemized list of order/container contents, shipper's name and address, and bill of lading number or express receipt number. Purchase order numbers must appear on each and every invoice, carton, packing slip and correspondence.
8. **Inspection/Acceptance of Goods:** Delivery does not constitute acceptance. Material is subject to DCSD inspection and approval for a reasonable time after delivery. All supplies, materials, and equipment delivered to DCSD shall be subject to inspection and testing. Items that do not meet specifications will be rejected and returned at Seller's expense. Goods returned as defective will be replaced only upon issuance of a new purchase order.
9. **Quality/Warranty:** All materials and workmanship furnished by the Seller pursuant to this order (regardless of whether design, data, or information has been furnished, reviewed, or approved by Purchaser) are guaranteed to be of the best quality of their respective kinds (unless otherwise authorized by Purchaser), to be free from faulty design (to the extent such design is not furnished by Purchaser), workmanship and material, and to be of sufficient size and capacity and of proper materials so as to fulfil in every respect all of the operating conditions, if any, specified in this order. Seller further warrants that all work/goods will comply with all warranties, guarantees and requirements which are imposed upon Purchaser or Seller by municipal, state, federal or other statutes, rules, regulations or codes. These warranties shall survive any inspection, delivery, acceptance or payment. If any trouble or defect originating with the design, materials, workmanship or operating characteristics of such materials arise at any time up to one year (or during such longer warranty period as may be specified in the description, or in Seller's normal warranty, whichever period is longer) from the date when such materials are placed in operation and Seller is notified thereof, Seller shall, at its own expense and as promptly as possible, make such alterations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

Purchaser may, at the Seller's expense, remove and store any defective or improper materials furnished by Seller upon notice to Seller, in which event Seller shall, without cost to Purchaser and as promptly as possible, furnish proper materials and, if such defective materials were installed prior to removal, install such proper materials. If Seller fails, after seven days written notice, to make necessary alterations, repairs and replacements, the Purchaser may, without prejudice to any other remedy it may have, make good such deficiencies and deduct the cost thereof from any amount unpaid to Seller. If amounts unpaid to Seller are insufficient to cover such cost, Seller shall pay the difference to the Purchaser.

10. **Substitutions:** Supplier is required to deliver the commodities and/or services exactly and in strict accordance with this order. Substitutions of commodities and/or services and/or quantities are strictly and firmly prohibited.
11. **Changes and/or Alterations:** No changes in conditions, prices, quantities or deliveries are authorized to be made to an order. Materials delivered in error or in excess of the quantity called for may, at Purchaser's option, be returned at Seller's expense.
12. **Cancellation:** Purchaser reserves the right to cancel without liability all or any part of the undelivered portion of an order for any material breach by Seller of any of the terms herein, on the purchase order document itself or terms and conditions of Seller's warranties.
13. **Indemnity:** Seller shall defend and save Purchaser harmless from all claims and liabilities for injuries to, and/or death of, any and all persons and for loss of, and/or damage to property caused in whole or in part by any negligence or willful act or breach of warranty of Seller in connection with the materials and work furnished hereunder, including without limitation, the installation, erection, repair, adjustment or operation thereof. In addition, Seller shall, if he elects to utilize materials, tools, equipment or facilities made available to Seller by Purchaser for use by Seller and not to be incorporated in the work, as additional consideration therefore, defend and save Purchaser harmless from all claims and liability for injuries to, and/or death of any and all persons, and the loss of agent/or damage to property resulting from or by reason of Seller's utilization thereof, whether or not caused partially or totally by the negligence of Purchase, its employees, subcontractors, agents or representatives.
14. **Insurance:** In any case where it is necessary for employees or representatives of Seller to go upon the premises of Purchaser, Seller agrees to assume full responsibility for the proper conduct of such employees and representatives while on said premises and to comply with all applicable Worker's Compensation Laws, other applicable government regulations and ordinances, and all project rules and regulations, particularly as to safety precautions and fire hazards. If this order requires Seller to furnish Labor in connection with the erection or installation of the materials at the site, Seller shall furnish Purchaser with a certificate or other evidence satisfactory to Purchaser, indicating that such labor is adequately covered by Worker's Compensation Insurance and Employer's Liability Insurance with limits acceptable to Purchaser.
15. **No Sales Tax:** DCSD is exempt from sales tax. A State of Georgia tax exemption certificate will be provided upon request. The DCSD GA State sales tax exemption number is #044-62-07992-0.
16. **Payment Terms:** Unless otherwise specified, payment terms are Net 30 from receipt of accurate and complete invoice and upon electronic acceptance issued by the internal DCSD receiving department.
17. **Compliance with Purchase Order:** All settlements will be made in accordance with these terms and conditions and the terms and conditions stated on this purchase order

document itself. If for any reason, Seller is unable to comply or supply in strict compliance with this order, the Seller must notify the DCSD Purchasing Department immediately of potential breach of this purchase order and the associated conditions and factors.

18. **No Assignment/Transfer/Novation:** This order may not be transferred, assigned or novated with any other supplier without the advance, expressed, written permission of the DeKalb County School District.
19. **Applicable Law:** The terms and conditions of this order shall be construed and interpreted under the laws of the State of Georgia. The exclusive venue for any action arising out of or related to this purchase order shall be in the federal, superior, or state courts of DeKalb County, Georgia.
20. **Price Increases:** DCSD does not routinely allow price increases for orders. Orders are expected to be filled at the prices indicated on this order. Approval for valid price increases must be obtained in writing the Purchasing Department prior to order shipment or service rendering. Any request for price increase must be submitted via email to: [POchangeorder@dekalbschoolsga.org](mailto:POchangeorder@dekalbschoolsga.org)
21. **DCSD Purchasing Policy:** Purchasing policy DJE is incorporated in this order terms and conditions by reference. The vendor, by filling this order agrees to be bound by the DCSD Purchasing Policy DJE and procedures and regulations in all issues or actions related to this order.
22. **INVOICES** can be sent via email to [APinvoices@dekalbschoolsga.org](mailto:APinvoices@dekalbschoolsga.org) or be in US mail to: DeKalb County School System, Attention, Finance Department/Accounts Payable, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.
  - a. A separate invoice is required for each purchase order. Multiple purchase orders issued to the same Supplier may not be invoiced using identical invoice numbers.
  - b. The Purchase Order Number must be on all invoices, correspondence, packages, packing slips, and delivery tickets (shipper's bill of lading). Invoices must state the supplier's name and remittance address, and name of requesting department to whom delivery of goods and/or services are to be made.
  - c. Invoices must not include sales tax.
  - d. Discount terms must be specified on the invoice.
  - e. Exact description of Good(s) and/or Service(s) must be shown exactly as stated on the Purchase Order. Invoices are not paid until orders are complete with all items on purchase order received, evaluated, tested, approved and accepted.
  - f. DCSD will pay only actual shipping charges. DCSD reserves the right to receive and examine actual shipping documents/charges. Shipping charges will not be automatically approved.
  - g. Altered invoices will be rejected.
23. **Payment Options:** Payment will be made by electronic transactions or paper check. Electronic payments in the form of ACH are the DCSD preferred methods of payment.

24. **Permits, Licenses, Etc.:** Seller shall at its own expense obtain all necessary permits and licenses and comply with all statutes, ordinances, rules, regulations and orders of any government or quasi-governmental authority applicable to the performance of the work. Seller shall also be responsible for and shall correct immediately upon being notified of any violations thereof.
25. **No Liens:** Before any payment hereunder shall become due, Purchaser, at its option, may require Seller to furnish satisfactory evidence of the payment of all accounts for labor, materials and manufacturer or dealer accounts essential to Seller's performance of this order, and further, before any payment hereunder shall be come due, Seller shall, if required by Purchaser, procure and furnish to Purchaser full and complete releases of liens, or in the alternative, a surety bond satisfactory to Purchaser.
26. **Non-Waiver:** No waiver of any breach of this order shall be held to be a waiver of any other or subsequent breach. All rights and remedies afforded. Purchaser in this order shall be taken and construed as cumulative; that is, in addition to every other right and remedy provided under this order or by law.
27. **Seller's Insolvency:** If Seller ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws whether brought by or against Seller, or a Receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, Purchaser may terminate this order without liability except for deliveries previously made or for goods covered by this order then completed and subsequently delivered in accordance with the terms of this order.
28. **Patent Indemnity:** Seller hereby agrees to indemnify and save harmless Purchaser for all costs whatsoever involved in any and all claims or suits for infringement of patent or patent rights claimed to govern Seller's processes, products, items, equipment, apparatus or appliances. Purchaser shall give Seller reasonable notice of any such claim or suit and Seller agrees to undertake at his own expense the defense of any and all such claims or suits.
29. **Publicity:** Seller shall not advertise or publicly announce the fact that Seller has contracted to supply any machinery, equipment, material or services for Purchaser without obtaining the prior written permission of Purchaser.
30. **Entire Agreement:** Upon acceptance of this purchase order, this agreement shall forth the entire agreement between the parties with respect to the matters set forth herein and shall supersede all prior, contemporaneous, written or oral negotiations, agreements or understandings between the parties regarding such matters. Each party acknowledges and agrees that it has not relied on any promise, inducement, representation or other statement not expressly contained herein.

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