



PURCHASING TERMS AND CONDITIONS

The following terms and conditions are applicable to any order entered into by and between the East Baton Rouge Parish School System (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS No modifications or changes may be made to any order without written authorization of the Buyer. No variation in the quantity of any item called for by this Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, set forth herein. Goods shipped in excess of quantity designated may be returned at Seller's expense.

TERMINATION Buyer reserves the right to terminate any order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of the order. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer.

F.O.B. In those cases where prices stated are not F.O.B. destination, Seller is required to prepay shipping charges and add charges onto the invoice.

TERMS By accepting this order, the Seller agrees that payment terms shall be Net 30 days unless otherwise stated.

INVOICING Submit all claims for payment/invoices via email to: invoicing@ebrschools.org
If you cannot submit the invoice via email, send to:

**East Baton Rouge Parish School System
Accounts Payable Department
P.O. Box 2950
Baton Rouge, LA 70821-2950**

TAX Buyer is exempt from Federal Taxes, State of Louisiana Sales Taxes, Excise and Use Taxes and State taxes for tangible personal property.

PURCHASE ORDER NUMBER Purchase Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

INSPECTION All commodities delivered on any order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at Seller's expense.

PAYMENT CHANGES Payments will only be made to the company name as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

GOVERNING LAW This order shall be governed by the laws of the State of Louisiana.

INDEMNIFICATION The Seller agrees to indemnify the East Baton Rouge Parish School System and hold the entity harmless from and against all claims, liability, loss, damage or expense, including attorneys' fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by any order, and such obligation shall survive acceptance of the goods and payment thereof by the Buyer.

REPRESENTATIVES All parties to any order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.