

THE SCHOOL BOARD OF CHARLOTTE COUNTY FLORIDA
PURCHASE ORDER TERMS & CONDITIONS

The School Board acting through its Procurement Services Department ("Buyer") OBJECTS in advance to the inclusion of any additional terms proposed by Vendor in its acceptance or acknowledgement of any Purchase Order ("Order"). The Purchase Order and its terms represent the entire agreement. The inclusion of any additional terms by the Vendor are rejected by Buyer and are unenforceable. Such terms will not be additional terms to any Purchase Order, and Buyer's acceptance of Vendor's goods shall not be deemed as acceptance of such terms. The terms or conditions from the face of the Purchase Order, the following terms and conditions shall apply.

1. **TERMS OF PAYMENT:** The Payment date will be determined from receipt and acceptance of goods or services and Buyer's receipt of Vendor's proper invoice per Florida Statutes 218.74. Alternative terms offering discounts for early payment or bids accepted on an electronic bid service shall be made at the discretion of the Buyer.
2. **INVOICING:** Itemized invoices shall specify the Purchase Order Number and be mailed to billing address on the Purchase Order on the day of shipment within one year of product delivery or completing service.
3. **PACKING:** All shipments will include an itemized list of each package's content and reference the Buyer's Purchase Order Number. No charges will be allowed for cartage or packing unless such charged are part of the Specifications and are agreed to in writing by the Buyer prior to shipment.
4. **TRANSPORTATION AND TITLE:** (a) Title to the goods will pass to the Buyer upon receipt and acceptance at the destination or as indicated in the Specifications. (b) The Vendor will prepay all transportation charges. The Buyer will not accept collect freight charges. (c) No premium carriers will be used for the Buyer's account without prior written consent of the Buyer.
5. **RISK OF LOSS:** The Vendor assumes the following risks.: (a) all risk of loss or damage to all goods, work in process, materials and equipment until delivery as herein provided; (b) all risk of loss or damage to third persons and their property until delivery as herein provided; (c) all risk of loss or

crime may not submit a bid to provide any goods or services to a public entity for the contraction or repair of a public building or public work, may not submit bids on leases of real property to an public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in

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