



## Intermountain Purchasing Cooperative Daily Store Terms & Conditions

This Agreement contains the terms and conditions that apply to your purchase of equipment and/or supplies from the InterMountain ESD Purchasing Cooperative (**Cooperative**). These Terms and Conditions are subject to change without prior written notice at any time at the Cooperative's sole discretion.

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### Governing Law

This agreement and any sales thereunder shall be governed by the laws of the State of Oregon, without regard to conflicts of laws and rules.

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### Payment Terms

Customer agrees that full payment for any **Purchase Order** will be Customer's responsibility in accordance with this agreement. Invoices are due and payable within *30 days of the invoice date*.

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### Pricing

The **Cooperative** reserves the right to make adjustments or corrections due to changing market conditions, product discontinuations, or typographical or photographic errors in advertisements or product descriptions. Prices shown are in effect as of the date posted. *Pricing will fluctuate as new stock is received. Customer will be charged the actual price in effect at time of issue.*

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### Brands

The **Cooperative** is continually replenishing inventory. The **Cooperative** may revise or discontinue products at any time. The Cooperative will ship products that have the functionality and performance of the products ordered, but changes between what is shipped and what is described in a specific sheet or catalog are possible.

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### Warranty

The **Cooperative** makes no warranties express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose. Any warranty is provided by the original manufacturer and may vary from product to product.

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### Receipt of Merchandise

*Packing slips must be signed and returned within 10 business days of delivery. Any issues, missing or damaged items must be reported within this time.*

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### Returns

All merchandise returned for credit must be accompanied by a Return Authorization (**RA**). Contact the **Cooperative** to arrange for the **RA**. Credit *will not* be allowed for return of used, obsolete, or damaged material, packages that have been opened and partially used or material that cannot be reissued to another customer. *Credit will not be given for items returned after 30 days from the date of issue.*

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## **Restocking Fees**

*Bulk order and special order merchandise are subject to a minimum 15% restocking fee, special equipment and technology orders are subject to a minimum 25% restocking fee determined by vendor and/or manufacture. This fee would not apply to incorrect, damaged/non-functioning equipment as long as it is received and reported within term of "Receipt of Merchandise" (see above).*

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## **Term of Use Revisions**

The **Cooperative** may at any time revise these **Terms of Use**. Updates will be posted on the InterMountain ESD Purchasing [Site](#). By using this Site you agree to be bound by any such revisions and should therefore periodically visit the link to determine the then current **Terms of Use** to which you are bound.

## **ON-LINE ORDERING**

As a service to our members, InterMountain ESD Purchasing Cooperative is pleased to provide a web site for on-line order submission and product inquiries <https://purchasing.imesd.k12.or.us/>. This site is subject to the Terms and Conditions in this document. By accessing, browsing, and/or using this site, you acknowledge that you have read, understood and agree to be bound by these terms and to comply with all applicable laws and regulations. The Cooperative will not be responsible for typographical or other errors or omissions regarding prices or other information.

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## **Agreement**

This is to confirm the understanding between **Cooperative** and the registered cooperative members (Customer) regarding placing online orders for equipment and supplies via the Cooperative's web site.

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## **Issuance of Password**

The **Cooperative** will authorize a set of user names and passwords that the **Cooperative** may revise from time to time for security purposes. Customer may use these Passwords to place on-line orders. Upon receipt of this signed agreement, the Cooperative will recognize all Purchase Orders submitted on-line as valid orders. The Customer will indicate a designated representative who will be the Cooperative's contact regarding the Passwords and will be responsible for disclosing Passwords to authorized Customer employees, representatives or agents. Customer applications will not be approved without a valid signature and point of contact. Passwords can be changed and retrieved by the customer at any time.

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## **Passwords**

Customer Passwords are required so that the **Cooperative** may accept an on-line Purchase Order. By submitting on-line Purchase Orders using Customer's Password, Customer authorizes the Cooperative to carry out instructions included in the Purchase Order. Customer acknowledges its duty to hold the Passwords in strictest confidence and agrees to maintain control over the Passwords, revealing its Passwords only to those Customer employees, representatives or agents authorized to place equipment and supply orders with the **Cooperative**. If Customer believes or has reason to believe a Password has been revealed to or obtained by unauthorized individuals, Customer will contact the **Cooperative** immediately so that the **Cooperative** may deactivate the Password. Customer further agrees that use of an authorized Password in connection with an on-line Purchase Order will serve as a signed and written contract.

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### **Limitation of Liability**

In no event shall the cooperative be liable for special, indirect, exemplary, or consequential damages or any damages whatsoever, including but not limited to, loss of use, data, or profits, without regard to the form of any action, including but not limited to contract, negligence, or other tortious actions, all arising out of or in connection with the use, copying or display of the contents of this site.

Customer agrees that for any liability related to purchase of products the **Cooperative** is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase of products under this agreement. Customer also agrees that full payment for any Purchase Order made using Customer's Passwords will be Customer's responsibility in accordance with this agreement

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### **Termination**

Either party may terminate this Agreement upon ten (10) days written notice to the other party. Termination of this Agreement shall not affect the rights and obligations of the other parties with respect to Purchase Orders accepted prior to termination and the products sold there under or with respect to the Agreement.

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### **Transmissions**

Any material information or idea you transmit to or post on this **Site** by any means will be treated as confidential and will not be disseminated. You are prohibited from posting or transmitting to or from this **Site** any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.