

**TERMS AND CONDITIONS
BY ACCEPTANCE OF THIS ORDER SELLER AGREES WITH BUYER AS FOLLOWS**

Performance:

- a. This order may be accepted only upon the terms and conditions set forth herein. If this purchase order is based upon a written Invitation for Bid or Request for Proposal, terms contained in those documents shall, if in conflict, supersede those contained herein. When so accepted, this order contains the complete and final agreement between the buyer and seller respecting the goods and services specified. Any additional or different terms proposed by the seller are hereby rejected unless accepted in writing by the College Procurement Office. This purchase order constitutes a contract on the part of the College of Charleston to pay the seller for the goods or services described.
- b. The seller, by acceptance of this order will be deemed to represent that seller has complied, or will comply, with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulation thereunder.
- c. Seller warrants that the prices stated herein or on his invoice are as low as any net prices now given by seller to any other customer for like goods or services and seller agrees that if at any time during the life of this order, he quotes or sells at lower net prices, similar goods or services under similar conditions, such lower net prices shall, from that time, be substituted for the prices provided herein.
- d. This purchase order is not assignable by the seller without the prior consent of the College Procurement Office.
- e. The failure of the buyer to enforce at any time any of the provisions of this agreement shall in no way be construed as a waiver of such provision nor in any way affect the right of the buyer thereafter to enforce each and every provision of this agreement.
- f. **Seller shall submit invoice and address any invoicing concerns to: College of Charleston, Accounts Payable, Charleston, SC 29424, (843)953-5992 or email accountspayable@cofc.edu.**
- g. **Address all other questions to the Procurement Officer noted at the top left hand section on the front of this form.**

Delivery/Completion:

- a. All shipments are to be made FOB destination, freight prepaid, to receiving point at the College unless otherwise indicated on this form. If other than FOB destination, all transportation, insurance, crating and/or packing charges are to be entered as separate items on seller's invoice.
- b. Any materials shipped in excess of the quantity specified in the order may, at the College Procurement Officer's option, be returned to the seller at seller's expense. The College will not be obligated to pay for services of labor provided in excess of that specified in this order.
- c. Complete shipments are preferred, however, partial shipments may be acceptable and payable. Final payment will not be made until this order is filled in its entirety or until unfilled items are canceled.
- d. Subject to conditions beyond the control of the seller, delivery or completion must actually be effected within the time stated on the purchase order. When completion is not timely, the College Procurement Officer, may, if stipulated, obtain the goods or services elsewhere and charge the seller with any loss incurred as a result thereof or, at his option, to cancel the order. It is understood that time is of the essence under this agreement. Whenever the seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, seller shall so inform the College Procurement Office.

Inspection/Warranties:

- a. All goods purchased hereunder shall be subject to inspection by the buyer to the extent practicable at all times and places including the period of manufacture. Notwithstanding any prior inspection or payments hereunder, items shall also be subject to final inspection prior to acceptance within a reasonable time after delivery. No inspection or test made prior to the final inspection shall relieve the seller from responsibility for defects or other failure to meet the requirements of this order.
- b. Seller warrants that all items delivered hereunder shall be free from defects in workmanship, material and manufacture; shall comply with the requirements of this agreement, including any drawings or specification incorporated in design. Seller further warrants that all items purchased hereunder shall be merchantable quality and shall be fit and suitable for the purposes intended. The foregoing warrants are conditions to this agreement and are in addition to all other warranties, expressed or implied and shall survive any delivery, inspection, acceptance or payment by the buyer. If any warranties specified herein or otherwise applicable are breached by the seller, the College Procurement Office, may at its election, (1) require the seller to correct at seller's sole expense any defect or non-conformance by repair or replacement, or (2) return any defective or non-conforming goods to seller at the seller's expense and recover from the seller the price thereof. The foregoing remedies are in addition to all other remedies of law or as contained in this agreement and shall not be deemed to be exclusive. The foregoing representation and warranties shall survive acceptance of the goods or services.
- c. The manufacturer guarantees that the design of the equipment being purchased conforms to NFPA, UL, ANSI, OSHA and any other existing safety standards in effect at time of shipment.

Other:

- a. Provisions of the South Carolina Consolidated procurement Code have been complied with in issuing this purchase order. This purchase order shall not be modified except by written agreement of the College Procurement Office and seller. If litigation arises out of or under this agreement, the seller agrees to submit to the jurisdiction of the State of South Carolina and agrees that the laws of South Carolina will control this agreement.
- b. The College is an equal opportunity/affirmative action employer and does not knowingly conduct business with suppliers who practice discrimination. Performance under this contract certifies that seller is an Equal Opportunity Employer.