

## PURCHASE ORDER TERMS & CONDITIONS

Pensacola State College OBJECTS in advance to the inclusion of any additional or different terms proposed by Seller in his acceptance or acknowledgment of this order. The inclusion of such terms by the Seller will be of no significance, such terms will not be conditions or additional terms to this order, and Buyer's acceptance of Seller's goods shall not be deemed as acceptance of such terms. The terms or conditions from a relevant invitation to bid, proposal, or quote are incorporated herein by this reference. Unless otherwise stated on the face of this order, the following terms and conditions shall apply:

1. **Terms of payment:** Normal terms of payment shall be "Net 30 Days" from receipt of goods and vendors invoice in duplicate. Alternative terms of payment may be considered when in the best interest of the college.
2. **Invoicing:** Itemized invoices in duplicate, each bearing the Purchase Order Number must be mailed on day of shipment. **If the college is responsible for transportation costs, a bill of lading or express receipt must be attached to your invoice.** Show our order number immediately following our name. Invoices subject to cash discount should be mailed on the day they are dated. If they are not, discount period will begin on the day bills are received by Buyer's Accounts Payable Department.
3. **Packing and shipping:** An itemized list of contents must be placed in each package bearing the Purchase Order Number. No charges will be allowed by Buyer for cartage or packing unless agreed upon before hand in writing. All expenses incurred by Seller's failure to furnish necessary shipping documents shall be charged to the Seller.
4. **Laws and Regulations:** Seller shall comply with all applicable Federal, State and Local laws, statutes and ordinances including, but in no way limited to rules, regulations and standards of the Occupational Safety and Health Act of 1970 and the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these acts. Seller agrees, in connection with performance of this order, not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin, disability or marital status.
5. **Public Entity Crimes:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a 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 excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
6. **Patents:** Seller agrees to indemnify and save harmless the Buyer, its officers, employees, agents or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters patent, by reason of the buying, selling or using the goods supplied under this order, and will assume the defense of any and all suits and will pay all costs and expenses incidental thereto.
7. **Conflict of Interest:** The purchase hereunder is subject to the provisions of Chapter 112, Florida Statutes. All sellers must disclose the name of any director or agent who is an employee of the college.
8. **Insurance and Indemnification:** Seller agrees to indemnify and save harmless the Buyer, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Seller, its agents, employees or representatives, or arising from any Seller furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Buyer. Seller shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Buyer. Seller shall at the request of the Buyer, supply certificates evidencing such coverage.
9. **Risk of Loss:** Seller assumes the following risks: (a) all risks of loss or damage to all goods, work in process, materials and other things until the delivery thereof as herein provide; (b) all risks of loss or damage to third persons and their property until the delivery of all the goods as herein provided; (c) all risks of loss or damage to any property received by Seller from or held by Seller or its supplier for the account of Buyer, until such property has been delivered to Buyer; (d) all risks of loss or damage to any of the goods or part thereof rejected by Buyer, from the time of shipment thereof to Seller until redelivery thereof to Buyer.
10. **Inspections and Testing:** Buyer shall have the right to expedite, inspect and test any of the goods or work covered by this purchase order prior to shipment. All goods are also subject to Buyer's inspection and approval on arrival. If rejected, they will be held for disposal at Seller's risk. Such inspection, or the waiver thereof, however, shall not relieve the Seller from full responsibility for furnishing goods and work conforming to the requirements of the order, not prejudice any claim, right or privilege the Buyer may have because of the use of defective or unsatisfactory goods or work.
11. **Termination for Default:** Buyer may terminate all or any part of this purchase order by giving notice of default to Seller, if Seller: (a) refuses or fails to deliver the goods within the time specified; (b) fails to comply with any of the provisions of this order or so fails to make progress as to endanger performances hereunder, or (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy insolvency or the relief of debtors. In the event of a termination for default, Buyer's liability shall be limited to the payment for goods delivered and accepted by Buyer under this order.
12. **Termination for Convenience:** Buyer may terminate this purchase order at any time for its convenience, in whole or in part, in which event, Buyer's sole obligations shall be to reimburse Seller for (a) those goods actually shipped and accepted by Buyer up to the date of termination, and (b) costs incurred by Seller for unfinished goods, which are specifically manufactured for Buyer and which are not standard products of the Seller, as of the date of termination, plus a reasonable profit thereon. In no event shall buyer be responsible for loss of anticipated profit nor shall reimbursement exceed the order value.
13. **Stop Work Order:** Buyer may at any time by written notice to the Seller stop all or any part of the work. Upon receipt of such notice, the Seller shall take all reasonable steps to minimize the incurrence of costs during the period of work stoppage. Buyer may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of this order.
14. **Assignment and Subcontracting:** Seller shall not assign or subcontract any portion of this purchase order without the prior written approval of the Buyer.
15. **Warranty:** All goods furnished by Seller for any service or installation relating thereto pursuant to this order shall be warranted to be of the best quality of their intended purposes. In the event of breach, the Seller shall take all necessary action, at Seller's expense, to correct such breach in the most expeditious manner possible. This warranty shall also insure to the benefit of the user of the goods.
16. **Deliveries:** All deliveries are to be made to Receiving Department located in Central Services building (Bldg. 9), Pensacola Campus, unless otherwise directed. The Receiving Department is open Monday-Thursday 7:30 to 3:00 local time. All deliveries should be clearly marked with College purchase order number. For additional information, please call our Receiving Department at 850-484-1914.
17. The Nondiscrimination clause is contained in Section 202, Executive Order 11246, as amended by Executive Order 11375. Relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.