Terms and Conditions

1. **Offer and Acceptance:** This purchase order constitutes an offer to purchase goods and/or services according to the description, instructions and conditions set forth herein. Acceptance of this purchase order must be made on the exact terms herein. The shipment or provision of the Goods shall be conclusively deemed an unconditional acceptance of this purchase order notwithstanding any inconsistent or supplemental provision in any acknowledgement, invoice, quotation or other form of any kind of seller.

2. **Bid Objections:** Any objections to bid specifications must be made to Buyer’s Purchasing Agent prior to the time bids are submitted or said objection will be waived.

3. **Quality Standards:** Special brands, when named, specify a standard of performance, or use desired by Buyer. Seller’s bids must specify brands, model and include necessary descriptive literature.

4. **Quantity:** Buyer reserves the right to return, at Seller’s expense, any amount shipped in excess of quantity specified on the purchase order.

5. **Risk of Loss:** Risk of loss or damage to materials, merchandise or work covered by this purchase order shall not pass to Buyer until items ordered have been actually received and accepted by Buyer at the destination specified. Seller assumes full responsibility for packing, crating, marking, transportation, and liability for loss or damage in transit, notwithstanding any agreement for Buyer to pay freight, express or other transportation charges.

6. **Delivery Dates:** Time is of the essence. If the delivery of Goods is not completed by the time promised, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge Seller with any loss incurred. Any provision herein for delivery of the Goods by installment shall not be construed as making the obligations of Seller severable.

7. **Warranty:** Seller warrants all articles, material and work delivered hereunder to be free from any defect in labor, material, handling or fabrication. The warranties and guarantees herein are in addition to those otherwise provided or implied by law or customarily given by Seller with respect to equipment, work, materials or services substantially similar to items covered by this order. Notwithstanding anything to the contrary herein or otherwise, Seller hereby represents and warrants that all materials, articles or work to be delivered hereunder shall be in compliance with and meet all requirements of any specifications attached hereto referred to herein or supplied to seller.

8. **Payment Price:** This purchase order must not be filled at prices higher than last quoted or charged without prior notice to Buyer. If no price is stated on this purchase order, Seller agrees to invoice at the lowest prevailing market price. Should Seller reduce prices on materials supplied or services furnished of same quality, grade, and quantity during ht performance of obligations under this order, Seller agrees to give Buyer the benefit of such a price reduction. Periods of time applicable to receiving discounts for prompt payment shall commence upon Buyer’s receipt of correct invoice, material covered thereby, freight bills, material certification, and other items specified in this purchase order.

9. **Payment:** No payment will be made for the Goods without a proper invoice. Statements on account will not be acceptable. Invoices shall clearly indicate Seller’s name, address, receivable address, part number and description, date, Buyer’s purchase order number and item number, shipment date, unit price, extended price, freight, and shipping/handling costs. Any special rates, discounts, payment schedules, fees, etc., shall also be clearly noted.
10. **Packing Slips:** Packing slips must clearly indicate shipper, original vendor (if different than shipper) freight company and PRO Number, Buyer’s purchase order number and item number, quantity, part number, and item description.

11. **Indemnification:** If any work under this purchase order is to be performed on Buyer’s premises, Seller agrees to hold Buyer harmless from and indemnify Buyer and others against damages, claims and expenses arising out of such work and based upon personal injuries, deaths, and property damage, and prior to commencement of such work to furnish to Buyer certificates of insurance indicating that Seller and its subcontractors have adequate comprehensive general liability, property damage and workers compensation insurance.

12. **Exculpation:** If any work under this purchase order is to be performed on Buyer’s premises, Seller agrees that Buyer shall not be liable of any loss or damage suffered by Seller or its employees or agents, based upon any claim that Buyer or its agents or employees were negligent, except for claims based upon the gross negligence or willful misconduct of Buyer.

13. **Blanket Orders:** The estimated expenditure does not commit the buyer to the amount listed. Buyer’s liability shall be limited to quantities actually released, received and accepted.

14. **Termination:** Buyer may at its option terminate this purchase order in whole or in part by written notice to Seller. Upon such notice, Seller shall immediately stop work under this purchase order, stop the placement of further orders or subcontracts outstanding thereunder, and take all necessary action to stop cost commitments and to protect any property in Seller’s possession in which Buyer has or may acquire an interest. If the parties, through negotiation, are unable to agree within six (6) months after date of termination notice upon the amount of fair compensation to Seller for such termination, Buyer will pay Seller (a) the contract price for the completed items, plus (b) the actual costs, including a fair profit, incurred by Seller which are properly allocable under recognized commercial accounting practices to the portion of this purchase order on which work has been started but not completed. Provided, however, that the total payments under (a) and (b), together with payment made pursuant to this purchase order prior to termination, shall in no event exceed the aggregate price specified in this purchase order. Buyer may at any time audit all elements of Seller’s termination costs. Buyer shall have no obligation to pay and the right to refuse payment of any claim by Seller hereunder which is not submitted to Buyer in writing three (3) months following the date of notice of termination.

15. **Inspection and Rejection:** Upon delivery, Buyer shall have a reasonable time within which to inspect the Goods before accepting or paying for them. If upon inspection Buyer determines that the Goods do not conform to the description on the front side hereof or any warranties contained herein, Buyer shall have the right to preserve and keep a sample of the Goods tendered for the purpose of having evidence of the kind and quality of the tendered Goods. In the event the Goods fail to conform to the terms of this purchase order, or in the event delivery is not made as herein provided, Buyer may, at its option, reject the whole, or accept any unit or units and reject the rest. If Buyer rejects any part of the Goods delivered or tendered under this purchase order, it should forthwith notify Seller in writing. Said notice of rejections shall specify all claimed defects and nonconformity in the goods; provided however, that failure by Buyer to state a particular defect shall not preclude Buyer from relying upon the unstated defect to justify rejection or to establish breach.

16. **Assignment:** Neither this purchase order nor any duty under it shall be delegated or assigned without the prior written consent of Buyer. If any right arising from this purchase order is assigned, payment to an assignee by Buyer shall be subject to set off or recoupment for any present or future claim or claims which Buyer may have against Seller. Buyer reserves the right to make direct settlements and/or adjustments in price with Seller under the terms of this purchase order notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.
17. **Use of the Name of the Institution:** Seller agrees not to use the name “Carleton College” or the name of any employee of Carleton College for sales promotion work or advertising without prior written consent of the Vice President and Treasurer of Carleton College.

18. **Gratuities:** Seller warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to Buyer’s employees, agents or representatives with a view toward securing this purchase order or securing favorable treatment with respect thereto.

19. **Equal Employment Opportunity:** All Sellers shall be considered to be equal opportunity employers, complying with Federal and State laws unless Seller notifies Buyer to the contrary.

20. **Firearms:** Carleton College prohibits contract employees, to the maximum extent permissible under Minnesota law, from carrying or possessing any firearms on campus. Contractors who fail to comply with this paragraph shall be determined to have a material breach of contract and shall entitle Carleton to terminate this Agreement immediately and without notice.

21. **Occupational Safety and Health Act:** With the acceptance of this purchase order, Seller certifies that all items supplied conform to current OSHA specifications.

22. **Affirmative Action for Disabled Veterans and veterans of the Vietnam Era:** This agreement is subject to the requirements of Public Laws 92-540 and 93-508, Executive Order 11701 and the regulations of the Secretary of Labor (41 CFR Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

23. **Affirmative Action for Handicapped Workers:** This agreement is subject to the requirement of Section 503 of the Rehabilitation Act of 1973. Public Laws 93-112 and 93-516, Executive Order 11758 and the regulation of the Secretary of Labor (41 CFR Part 60-471) in promoting affirmative action in Employment of the Handicapped.

24. **Contract Work Hours and Safety Standard Act Overtime Compensation:** This agreement, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 USC 327-333), is subject to the provisions of the Act including overtime requirements and penalties for violation thereof.

25. **Hazardous Materials:** Seller shall comply with all Federal, state and local laws and regulations concerning the labeling and transportation for hazardous materials including specifically 49 CFR Parts 100-199 and OSHA Standard 1910-1200 regarding MSDS documents.

26. **Choice of Law:** This agreement shall be governed and construed according to the laws of the State of Minnesota.