



## PURCHASE ORDER TERMS and CONDITIONS

**Daytona State College** prohibits the inclusion of any additional or different terms by Seller in the Seller's acceptance or acknowledgement of this order. The inclusion of such terms by the Seller will be void, 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. If Purchase Order does not have an authorized purchasing signature it is considered null and void, and no payment(s) will be made against it. Unless otherwise stated on the face of this order, the following terms and conditions shall apply.

**Terms of Payment:** Normal terms of payment shall be "Net 30 Days" from receipt of goods and vendor's invoice in duplicate. Alternative terms of payment may be considered when in the best interest of the college.

**Invoicing:** Itemized invoices in duplicate, each bearing the Purchase Order Number must be mailed no later than the 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 purchase order number immediately following our name.

**Discounts:** On any discount, time will be computed from date of satisfactory delivery of goods, or from date correct invoice received, whichever is the later date.

**Packing and Shipping:** An itemized list of contents must be placed in each package bearing the Purchase Order Number. All expenses incurred by Seller's failure to furnish necessary shipping documents shall be charged to the Seller.

**Law 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 because of race, sex, religion, color, age, national origin, disability, or marital status. Seller acknowledges that Daytona State College is subject to and must comply with Florida's Public Records Law, Chapter 119, Florida Statutes. Seller also acknowledges its obligation to comply with the requirements of Section 119.0701, Florida Statutes. Seller's failure to comply may result in cancellation of Purchase Order. Material Safety Data Sheets and Certificates of Compliance must be provided with each shipment of raw materials. Daytona State College operates in accordance with the State of Florida Sunshine Law.

**Patents:** Seller agrees to indemnify and hold harmless the buyer, its officers, employees, agents or representatives using the goods specified herein from any loss, damage or injury arising out of 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.

**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.

**Insurance and Indemnification:** Seller agrees to indemnify and hold harmless the Buyer, its officer's 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.

**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 provided; (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 the goods or any part thereof rejected by Buyer, from the time of shipment thereof to Seller until redelivery thereof to Buyer.

**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 upon arrival. If rejected, pickup/return of the goods will be at the Seller's expense. 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.

**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 termination for default, Buyer's liability shall be limited to the payment for goods delivered and accepted by the Buyer under this order.

**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 the order.

**Assignment and Subcontracting:** Seller shall not assign or subcontract any portion of this purchase order without the prior written approval of the Buyer. Contractors are encouraged to utilize the E-Verify system to verify the employment eligibility of their employees and subcontractors.

**Warranty:** By accepting this order, the Seller warrants that the goods furnished hereunder shall be free from latent and patent defects and in full conformity with the specifications, drawings and/or samples. The Seller also warrants that the goods are fit for the Buyer's purpose if indicated hereon or in any documents attached or made a part hereof by reference or if known to the Seller. These warranties shall survive acceptance of and payment for goods received. Failure of the Buyer to reject said goods shall not constitute a waiver of any of these warranties. The Seller, further shall hold harmless, the Buyer, its customers and any users, from any loss, damage and expense whatsoever, including attorney's fees and court costs which may be suffered by breach of any of these warranties.

**Delivery:**

**IF DELIVERY TO DESTINATION CANNOT BE MADE ON OR BEFORE THE SPECIFIED DATE, THE SELLER MUST NOTIFY DAYTONA STATE COLLEGE PURCHASING DEPARTMENT PROMPTLY.**

**Corrections/Changes:** Clerical errors are subject to correction by the Buyer, but the purchase order may not otherwise be modified or rescinded without Buyer's consent. Questions concerning this order may be made by writing to: DAYTONA STATE COLLEGE, Purchasing Department, PO Box 2811, Daytona Beach, FL 32120-2811; by phone (386) 506-3004; or email: [Purchasing@daytonastate.edu](mailto:Purchasing@daytonastate.edu).

**Revised 06/15**