

# Terms and Conditions

This order is subject to the following terms and conditions. By accepting this purchase order (PO) or any part thereof, the supplier accepts all terms and conditions.

- 1. Acceptance:** This PO constitutes acceptance of your offer to sell the goods/services as quoted. If supplier refuses to accept this order exactly as written, they shall return it immediately with a written explanation. Delivery of goods shall indicate acknowledgement and acceptance of this order.
- 2. Delivery:** Note PO number on all shipments and documents. Polk State College will not be responsible for any goods delivered without reference to the PO number. Polk State College assumes no liability for goods shipped to destinations other than those shown on the PO.
- 3. Partial Deliveries:** Partial deliveries/payments shall not be made, unless otherwise specified on the PO, per FS 672.307.
- 4. Payment:** Submit a separate invoice for each PO. Invoices must be mailed to the address stated on the reverse side. No extra charges will be allowed for packaging, handling, boxing, insurance, delivery, transportation, assembling, in-place installation, etc., unless otherwise specified.
- 5. Freight Charges:** If freight charges appear on the invoice, Polk State College reserves the right to require receipted transportation invoices.
- 6. Payment Terms:** Payment terms are Net 30 Days after receipt of a valid invoice. Discount period will start upon acceptance of goods and/or services and receipt of a correct invoice.
- 7. Receiving:** Polk State College's Central Receiving is open to receive shipments from 8:00 a.m. to 4:30 p.m., Monday through Friday. Deliveries will not be accepted on holidays or during Spring Break.
- 8. Rejection:** Polk State College reserves the right to reject any shipment that does not meet the terms, conditions and specifications as stated. Supplier will be responsible for return freight.
- 9. F.O.B.:** All shipments are F.O.B. Destination, unless otherwise stated on the reverse. Transportation charges are included in the purchase price, unless otherwise specified. C.O.D. shipments will not be accepted.
- 10. Change Orders:** Changes to this order are not authorized unless a written Change Order is issued.
- 11. Pricing:** (Blanket Purchase Orders) If unit price is omitted on the order, except where the PO is given in acceptance of quoted prices, it is agreed that the supplier's price will be the lowest prevailing market price, and in no event is this order to be filled at higher prices than previously quoted or charged, without Polk State College's written consent.
- 12. Safety:** All chemical items delivered against this PO must be accompanied by a Material Safety Data Sheet (MSDS).
- 13. Failure to Perform:** Failure to make delivery by or before the required delivery date stated on the reverse shall constitute cause for cancellation of the order, or any part thereof, without prejudice to its other rights. Supplier's failure to adhere to any term or condition of this order may result in cancellation with 48 hours' notice. Supplier agrees that Polk State College may return part or all of any shipment made, and may charge the supplier for any loss or expense sustained as a result of such failure to deliver.
- 14. Violation:** Supplier represents and warrants that no Federal or State Statute or regulation or municipal ordinance has been or will be violated in the manufacturing, sale, and/or delivery of any good or service sold and delivered hereunder. If such violation has or does occur, supplier will indemnify and render harmless Polk State College from all loss, penalties, or the payment of all sums of money on account of such violation.
- 15. Strict Compliance:** Polk State College may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.
- 16. Patents:** By accepting this order, supplier renders Polk State College harmless against liability for patent infringement that may arise from the use of any goods, items or units covered by this PO.
- 17. Insurance:** Supplier shall procure and maintain at all times adequate insurance. Said insurance shall provide that loss, if any, shall be payable to supplier and Polk State College as their interests may appear.
- 18. Supplier's Proposal and Acknowledgement:** The terms and conditions of sale as stated on this order govern in the event of conflict with any terms or the supplier's proposal, and are not subject to change by reason of any written or verbal statements made by the supplier, or by any statement in supplier's acknowledgement unless accepted in writing by Polk State College.
- 19. Contract / ITB / RFP:** When a formal contract has been entered into by Polk State College and the supplier, the terms and conditions included in the contract shall have preference, and this PO is issued solely to encumber funds, and for payment purposes.
- 20. Assignment:** This PO is not transferable or assignable by the supplier to third parties, unless acknowledged and accepted by Polk State College in writing.
- 21. Nondiscrimination:** The nondiscrimination clause 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, gender or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.