

# TERMS AND CONDITIONS OF PURCHASE

1. **PRICE:** Buyer reserves the right to return goods at Vendor's expense if this order is billed at a higher price than specified without Buyer's approval.
2. **DELIVERY TIME:** Stated delivery time must be adhered to. Buyer reserves the right to cancel this order if Vendor does not make deliveries as specified on this order.
3. **EXTRA CHARGES FOR PACKING CARTAGE:** No charges, drayage or cartage will be allowed over the price quoted on your bid or as stated on the order.
4. **TAXES:** Delta College is exempt from Federal Excise and State Sales Taxes and such taxes shall not be included in bid prices. Federal Excise Tax Exemption Certificates will be furnished if so requested.
5. **DELIVERY TERMS/SHIPMENT:** Notwithstanding the stated FOB point, Vendor shall be responsible for any loss or damage occurring during transit when such loss or damage is attributable either to act or omission of Vendor or to a failure by Vendor to adhere to the express shipping instructions of this order.
6. **DEFAULT:** Default is defined as the failure of the Vendor to fulfill the obligations outlined in their bid or on this order, including but not limited to, failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the purchase order. In case of default of the Vendor, the College may cancel the contract or purchase order and procure the articles or services from other sources and hold the Vendor responsible for any excess costs occasioned thereby.
7. **ASSIGNMENT:** Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party. Any assignment made without such consent shall be null and void.
8. **INTERPRETATION:** Contracts shall be construed according to the laws of the State of Michigan.
9. **INSPECTION, ACCEPTANCE AND PAYMENT BY BUYER:** All goods shall be received subject to Buyer's right to inspection and rejection. Those rejected as a result of inspection will be held for Vendor's inspection at Vendor's risk and, if Vendor directs, will be returned at Vendor's expense. Freight to and from original destination for excess goods except for customary quantity variations recognized by trade practice, will be paid by Vendor. Payment for goods on an order prior to inspection shall not constitute acceptance.
10. **APPLICABLE LAWS:** Vendor, in performing its work hereunder, shall ascertain and comply with all applicable Federal, State, and local laws, regulations, ordinances, all applicable trade or industry codes, regulations or standards. Whenever applicable, the following provisions will be incorporated by reference in the Purchase Order: (a) EO11246 and 41 CFR Part 60, as well as 41 CFR Subpart 1-12.8, relating to Equal Employment Opportunity; (b) EO11246, relating to Affirmative Action Compliance; (c) ASPR 12-806, DPC No. 67, relating to Segregated Facilities Certification; (d) EO 11701 and 41 CFR Part 50-250, 41 CFR Part 60-250, relating to Disabled Veterans and Veterans of the Vietnam Era; (e) the Rehabilitation Act of 1973 and 41 CFR Part 60-741, relating to Employment of the Handicapped; (f) EO 11625 and 41 CFR 1-1.300 including 41 CFR 1-1.1310-2(b), relating to Utilization of Minority Business Enterprises; (g) ASPR Sec. 70-104.14(a), relating to Utilization of Small Business Concerns; (h) ASPR Sec. 1-805 and ASPR Sec. 1-1.805-3(a), relating to Utilization of Labor Surplus Area Concerns; (i) ASPR 7-402.13 including ASPR 7-104.3 and FPR 1-7.202-14 including FPR 1-6.104-5, relating to Buy American Act; (j) 453 PA 1976 S 209, 605, and 704 of the State of Michigan relating to the Non-discrimination Clause; and (k) 278 PA 1980 of the State of Michigan prohibiting entering into contracts with certain employers who engage in unfair labor practices.
11. **NON-DISCRIMINATION STATEMENT:** It is the policy of Delta College not to discriminate in employment, education, public accommodation or public service on the basis of religion, race, color, national origin, age, sex, marital status, sexual orientation, height, weight, arrest record, veteran status, disability, or other classifications as required by applicable U.S. federal, state or local law. Direct inquiries to the Equity/Compliance Officer, Delta College, 1961 Delta Road, Office J101, University Center, MI 48710, telephone (989) 686-9122, or email: [equityoffice@delta.edu](mailto:equityoffice@delta.edu).
12. **INSURANCE:** The Vendor is not an insured covered by any of Delta College's insurance policies. Any insurance protecting the Vendor (automobile, liability, product, property, workers' compensation, etc.) is the Vendor's responsibility. The Vendor hereby agrees to be responsible for all loss and damage to the College's facilities and/or equipment including consequential damages by its agents or employees. Any loss or damage caused by the Vendor's agent or employee will be billed to the Vendor at the cost of the repair or replacement.
13. **INDEMNIFICATION:** The Vendor hereby agrees to save and hold harmless the College, its agents and employees, the President of the College, and Board of Trustees from any and all suits, claims, damages, costs, and expenses of every kind and nature which may or might be asserted against the College, its agents or employees, its President or the Board of Trustees, resulting directly or indirectly out of the negligence, actions and/or inactions of the Vendor, its agents or its employees.
14. **ENTIRE AGREEMENT:** This Purchase Order, together with any written documents incorporated by reference, constitutes the entire agreement between Buyer and Seller with respect to this transaction and supersedes all previous communications. Any additional or different terms by the Seller or Seller's Acknowledgement are rejected by the Buyer unless expressly agreed to in writing by an authorized representative of the Buyer.