

LAKE MICHIGAN COLLEGE
Purchase Terms & Conditions

This Purchase Order, including the terms and conditions listed below, attached hereto, and on the face hereof, constitute the complete and final agreement between Lake Michigan College (herein after referred to as College) and Seller, and no other agreement, proposal or quotation in any way modifying any of said terms and conditions will be binding upon College unless made in writing and signed by College's authorized representative. If there should be a conflict between terms and conditions shown hereon, and the terms and conditions attached hereto, the attached terms and conditions shall govern. If you have submitted a bid/proposal to us, then this purchase order is an acceptance of your offer. If you have not submitted a bid/proposal to us, this purchase order is an offer to buy. By your acceptance of this purchase order, Seller agrees to all terms and conditions thereto. **Purchase order number must appear on all packages and correspondence.**

1. **PRICES.** Prices shown are the most recent prices available. If there is any change in the pricing shown, contact the Purchasing Office.
2. **SHIPPING.** Unless otherwise specified on this order, all items shall be delivered f.o.b. destination. No charge for delivery, drayage, express parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by the College unless expressly included in this order. In the event the contract terms specify freight charges to be paid by the College, then charges will be prepaid and itemized as a separate item on invoicing. Such shipments shall be via least expensive common carrier unless otherwise stipulated. C.O.D. shipments will not be accepted.
3. **DELIVERY AND PACKAGING.** Time of delivery is of the essence. Deliveries are accepted between 8 a.m. and 5 p.m., Monday through Friday. No Saturday, Sunday, or holiday deliveries, unless prior arrangements have been made. Seller will package goods in accordance with good commercial practice. Such shipping container shall be clearly and permanently marked as follows: 1) Seller's name and address, 2) College's name, address, and **PURCHASE ORDER NUMBER**, and 3) container number and total number of containers, e.g. box 1 of 4 boxes. A packing slip must be included with each shipment.
4. **INSPECTION.** All items purchased hereunder are subject to final inspection and acceptance or rejection at delivery destination. Rejected material shall be removed by and at the expense of the Seller promptly after notification of rejection. Final inspection and acceptance or rejection of the items shall be made as promptly as practical, but failure to inspect and accept or reject items shall not impose liability on the College for such items as are not in accordance with specifications. The College's count shall be final and conclusive on all shipments not accompanied by a packing list.
5. **CHANGES.** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Lake Michigan College Purchasing Office.
6. **APPLICABLE LAW.** The resulting contract shall be governed under the laws of the State of Michigan. The Seller shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of the contract and which in any manner affect the work or its conduct.
7. **HAZARDOUS MATERIALS.** Sellers furnishing supplies which contain hazardous materials must label each container listing the identity of such material. A Material Safety Data Sheet for each item must be included with the shipped container.
8. **WARRANTY.** Seller expressly warrants all goods delivered under this order to be free from defects in material and workmanship and to be the quality, size and dimensions ordered, and certifies that all products supplied and work performed are in accordance with current occupational safety and health acts specifications. This express warranty shall not be waived by reason of the acceptance of the goods or payment therefore by the College.
9. **PAYMENT TERMS AND INVOICING.** College will normally pay properly submitted invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified. Seller's invoice shall be submitted in duplicate to the Accounts Payable Department at the address specified on the purchase order. Invoice must indicate purchase order number, date, description of goods/services, sizes, quantities, unit prices, extended totals, place and date of delivery.
10. **TAX EXEMPTION.** College is a tax exempt institution as outlined in Section 4a(1)(a) and (b) of the General Sales Tax Act [MCL205.54a(1)(a)and(b)] and Section 4(1)(h) and (i) of the Use Tax Act [MCL 205.94(1)(h) and (i)]; and as outlined in Internal Revenue Code Section 501(c)(3) and 501(c)(4). Federal Taxpayer ID No. 38-1738980.
11. **TERMINATION FOR CONVENIENCE.** The performance of work or services under this contract may be terminated by the College in whole or in part. In such event, the College shall be liable only for payment for work or services performed or furnished prior to the effective date of termination. Termination shall become effective by delivery of written notice of termination upon which date the termination shall become effective.
12. **TERMINATION FOR DEFAULT.** When the Seller has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the Seller to fulfill contractual obligations shall be considered just cause for termination of the contract and the Seller is not entitled to recover any costs incurred by the Seller up to the date of termination.
13. **TERMINATION BASED ON LACK OF FUNDING.** Seller understands that College is a public institution of higher education and its budget is subject to funding by governmental entities. This contract is subject to the continued appropriation of sufficient funds for this contract by the College's appropriating authority. For purpose of this contract, the College's appropriating authority is deemed to be the Board of Trustees. Lack of funding shall be grounds for immediate termination of this contract.
14. **INSURANCE RESPONSIBILITY.** Seller shall maintain at its own expense adequate insurance in any and all forms necessary to protect both Seller and College against liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out of or resulting from performance of this contract. Although evidence of certain minimum insurance coverage may be required of Seller, nothing contained herein shall abridge, diminish or affect Seller's responsibility for the consequence of any accidents, occurrences, damages, losses and associated costs arising out of or resulting from performance of this contract.
15. **NON-DISCRIMINATION.** Seller assures the College that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, height, weight, creed, handicap, marital status, sexual preference, national origin, political affiliation, race, religion or sex.
16. **ASSIGNMENT AND SUBCONTRACTING.** College's purchase order, or any interest therein, may not be assigned by Seller either voluntarily or by operation of law, nor may Seller subcontract all or substantially all of College's purchase order without the prior written consent of the College.
17. **HOLD HARMLESS.** Seller shall defend, indemnify and hold harmless the College, its officers, employees and agents against any and all liability of whatever nature which may arise directly or indirectly by reason of the Seller's performance under this agreement.