

TERMS AND CONDITIONS

BY ACCEPTANCE OF THIS ORDER SELLER AGREES WITH MIDLANDS TECHNICAL COLLEGE AS FOLLOWS:

1. This order may be accepted only upon the terms and conditions set forth herein. When so accepted, this order contains the complete and final agreement between Midlands Technical College (the College) and seller respecting the goods and services specified. Any additional or different terms proposed by the seller are hereby rejected unless accepted in writing by the College.
2. The seller, by acceptance of this order, will be deemed to represent that seller has complied, or will comply, with all applicable federal, state, and local laws and ordinances and all lawful orders, rules and regulations thereunder.
3. Seller warrants that the prices stated herein or on his invoice are as low as any net prices now given by seller to any other customer for like goods or services, and seller agrees that if at any time during the life of this order he quotes or sells at lower net prices, similar goods or services under similar conditions, such lower net prices shall, from that time, be given to the College.
4. Subject to conditions beyond the control of the seller, delivery or completion must actually be effected within the time stated on the purchase order. If for any reason whatsoever, including conditions beyond the control of the seller, completion is not timely, the College reserves the right to obtain the goods or services elsewhere and to charge seller with any loss incurred as a result thereof in accordance with the South Carolina Consolidated Procurement code.
5. Any materials shipped in excess of the quantity specified in the order may, at the College's option, be returned to the seller at seller's expense. The College will not be obligated to pay for services of labor provided in excess of that specified in this order.
6. All goods purchased hereunder shall be subject to inspection by the College to the extent practicable at all times and places including the period of manufacture. Notwithstanding any prior inspection or payments hereunder, items shall also be to final inspection prior to acceptance within a reasonable time after delivery. No inspection or test made prior to the final inspection shall relieve the seller from responsibility for defects or other failure to meet the requirements of this order.
7. Seller warrants that all items delivered hereunder shall be free from defects in workmanship, material, and manufacture; shall comply with the requirements of this agreement, including any drawings or specifications incorporated in design. Seller further warrants that all items purchased hereunder shall be merchantable quality and shall be fit and suitable for the purposes intended. The foregoing warranties are conditions to this agreement and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance or payment by the College. If any warranties specified herein or otherwise applicable are breached by the seller, the College may at its election, (1) require the seller to correct at seller's sole expense any defect or nonconformance by repair or replacement, or (2) return any defective or nonconforming goods to seller at the seller's expense and recover from the seller the price thereof. The foregoing remedies are in addition to all other remedies at law or as contained in this agreement and shall not be deemed to be exclusive. The foregoing representation and warranties shall survive acceptance of the goods or services.
8. The manufacturer guarantees that the design of equipment being purchased conforms to NFPA, underwriter laboratory, UL, ANSI, OSHA and any other existing safety standards in effect at the time of shipment.
9. This purchase order constitutes a contract on the part of Midlands Technical College to pay the seller for the goods or services described. Payment will not be made until the order is accepted.

10. This purchase order is not assignable by the seller without the prior consent of the College.
11. The failure of the College to enforce at any time any of the provisions of this contract shall in no way be construed as a waiver of such provision not in any way affect the right of the buyer thereafter to enforce each and every provision of this contract.
12. Include your Federal Identification Number (F.E.I.N.) on your invoice.
13. Discounts for prompt payment will be computed from date of receipt of goods or from date of receipt of invoices, whichever is later.
14. Seller shall submit invoice to:

MIDLANDS TECHNICAL COLLEGE
ATTN: ACCOUNTS PAYABLE
P.O. BOX 2408
COLUMBIA, SC 29202