

## General Terms and Conditions

1. **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without written consent of Purchaser's Purchasing Department.
2. **PACKING:** No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc. unless otherwise specified herein.
3. **DELIVERY:** For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain approval thereto from Purchaser's Purchasing Department. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver on time. The acceptance by Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS AND ASSIGNMENTS:** All payments to Vendor shall be remitted by mail. Purchaser shall not honor drafts, nor accept goods on a sight draft basis. Furthermore, the provision of monies due under this contract shall only be assignable with prior written consent of Purchaser.
5. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where specific authorization is granted to ship goods FOB Shipping Point. Vendor agrees to prepay all shipping charges, to route cheapest common carrier, and to bill Purchaser as a separate item on the invoice for said charges, less federal transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that Purchaser reserves the right to refuse COD shipments.
6. **REJECTION:** All goods or materials purchased herein are subject to approval by Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein. Invoices will not be processed for payment until all items invoices are received.
8. **INFRINGEMENTS:** Vendor agrees to protect and save harmless Purchaser against all claims for patent, trademark, copyright, or franchising infringement arising from the purchase, installation, or use of material ordered on this order, and to assume all expense and damage arising from such claims.
9. **NONWAIVER BY ACCEPTANCE OF VARIATION:** No provision of this order, or the right to receive reasonable performance of any act called for by the terms, shall be deemed waived by a waiver by Purchaser of a breach thereof as to any particular transaction or occurrence.
10. **WARRANTIES:** Vendor warrants articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed: except if stated in a Special condition, the material must then fit that particular purpose.
11. **CASH DISCOUNT:** In the event that Purchaser is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract, but the invoice does not reflect the existence of a cash discount, Purchaser is entitled to a cash discount with the period commencing on the date it is determined by Purchaser that a cash discount applies.
12. **TAXES:** Lewis-Clark State College is exempt from Idaho sales and use tax. No charge by Vendor shall be made for federal excise taxes, and Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order, with an exemption certificate.

13. **LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims, or encumbrances of any kind.
14. **RISK OF LOSS:** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.
15. **SAVE HARMLESS:** Vendor shall protect, indemnify, and save Purchaser harmless from and against any damage, cost, or liability for any or all injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors, howsoever caused.
16. **PRICES:** If price is not stated on this order, it is agreed that the goods shall be billed at the prices last quoted or paid, or the prevailing market price, whichever is lower.
17. **TERMINATION:** In the event of a breach by Vendor of any of the provisions of this contract, Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by Purchaser resulting from Vendor's breach of contract.
18. **QUALITY STANDARDS:** Special brands, when named, include the standard of quality, performance, or use desired. Bids on Vendor's equal may be considered provided Vendor specifies brands, model, and necessary descriptive literature. In the event Purchaser elects to contract for a brand purported to be equal by the bidder, the acceptance of the item will be conditioned on Purchaser's inspection and testing after receipt. If, in the sole judgment of Purchaser the item is determined not to be an equal, the material shall be returned at Vendor's expense and the contract terminated.
19. **ACCEPTANCE:** This order expressly limits acceptance to the Terms and Conditions state herein. All additional or different terms proposed by Vendor are objected to and are hereby rejected, unless otherwise provided in writing by Purchaser's Purchasing Department.
20. **NONDISCRIMINATION:** Unless exempt by Presidential Executive Order 11246 and applicable regulations thereunder, Vendor certifies that it does not, and will not, maintain segregated facilities, nor permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, national origin, age, or sex.
21. **OSHA:** Vendor agree to comply with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to any comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless Purchaser from all damages assessed against purchaser as a result of Vendor's failure to comply with the Act and standards issued thereunder and for the failure of the items furnished under this order to so comply.
22. **LAW:** The laws of the State of Idaho shall govern this order.