

The following general terms and conditions shall apply to all purchases on behalf of Trident Technical College unless specifically provided otherwise on the first page of the purchase order.

TERMS AND CONDITIONS –

BY ACCEPTANCE OF THIS ORDER SELLER AGREES WITH BUYER AS FOLLOWS:

1. This order may be accepted only upon the terms and conditions set forth herein and on the purchase order. When so accepted, this order contains the complete and final agreement between the buyer 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 buyer.
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 not less favorable than those currently extended by seller to any other customer for like goods or services, in similar quantities, 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 substituted for the prices provided herein.
4. All shipments are to be made FOB destination, freight prepaid, to receiving point at Trident Technical College, Charleston, South Carolina, unless otherwise indicated on the purchase order. If other than FOB destination, freight prepaid all shipping charges are to be entered as separate items on seller's invoice.
5. 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 buyer reserves the right to obtain the goods or services elsewhere and to charge seller with any loss incurred as a result thereof or, at his option, to cancel the order. It is understood that time is of the essence under this agreement. Seller shall make no partial deliveries hereunder unless buyer shall consent hereto. Whenever the seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, seller shall so inform buyer.
6. Any materials shipped in excess of the quantity specified in the order may, at buyer's option, be returned to the seller at seller's expense. Buyer will not be obligated to pay for services of labor provided in excess of that specified in this order.
7. All goods purchased hereunder shall be subject to inspection by the buyer to the extent practicable at all times and places including during the period of manufacture. Notwithstanding any prior inspection or payments hereunder, items shall also be subject 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.
8. 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 warrants 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 buyer. If any warranties specified herein or otherwise applicable are breached by the seller, buyer 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.

9. The manufacturer guarantees that the design of equipment being purchased conforms for NFPA, UL, ANSI, OSHA, and any other existing safety standards in effect at the time of shipment.
10. Provisions of the State of South Carolina Procurement Code and Regulations have been complied with in issuing this order. This order shall be governed by the laws of the State of South Carolina applicable to contracts made and to be performed solely within the state. This order shall not be modified except by written agreement of buyer and seller. If litigation arises out of or under this agreement, the seller agrees to submit to the jurisdiction of the State of South Carolina and agrees that the laws of South Carolina will control this agreement.
11. This purchase order constitutes a contract on the part of Trident Technical College to pay the seller for the goods or services described. Payment will not be made until the order is filled in its entirety or until unfilled items are cancelled.
12. This purchase order is not assignable by the seller without the prior consent of the buyer.
13. The failure of the buyer to enforce at any time any of the provisions of this agreement shall in no way be construed as a waiver of such provision nor in any way affect the right of the buyer thereafter to enforce each and every provision of this agreement.
14. All invoices shall be addressed to Trident Technical College, Accounts Payable, PO Box 118067, Charleston, SC 29423 and must include vendor's name and phone number and clearly list quantities, items descriptions and units of measure.

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