

THE CITADEL PURCHASE ORDER TERMS & CONDITIONS

1. **ORDER ACCEPTANCE:** In accepting this order, Seller acknowledges and agrees to abide by the conditions of purchase set forth herein. This purchase order constitutes a contract for The Citadel to pay the seller for goods or services described. 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. **ORDER QUANTITIES:** The Citadel is not responsible for goods delivered or services performed without a written purchase order. The College also assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the College's rejection and shall be returned at the contractor's expense.
3. **NON-ASSIGNMENT:** This purchase order is not assignable by the seller without the prior consent of the buyer.
4. **STANDARDS:** The manufacturer guarantees that the design of equipment being purchased conforms to NFPA, UL, ANSI, OSHA, and any other existing safety standards in effect at the time of shipment.
5. **DEFAULT:** Subject to conditions beyond the control of the seller, delivery or completion must actually be effected within the timeframe 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. 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 the buyer.
6. **INSPECTION:** All goods purchased hereunder shall be subject to inspection by the buyer 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 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.
7. **WARRANTY:** Seller warrants that all items delivered 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 shall be of merchantable quality and shall be fit and suitable for the purposes intended. The foregoing warranties or conditions to this agreement 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.
8. **FREIGHT TERMS:** All shipments are to be FOB destination, freight prepaid to receiving point at The Citadel, Charleston, South Carolina, unless otherwise indicated on the purchase order. If other than FOB destination, all transportation, insurance, crating and/or packing charges are to be entered as separate items on seller's invoice.
9. **PAYMENT TERMS:** Payment terms at The Citadel are Net 30 days.
10. **INVOICES:** All invoices are to be sent to Accounts Payable, The Citadel, 171 Moultrie Street, Charleston, SC, 29409. It is preferred that invoices be emailed to ap@citadel.edu. Each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
11. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to The Citadel per the State General Appropriations Bill
12. **NO MODIFICATION:** This order shall not be modified except by written agreement by buyer and seller.
13. **JURISDICTION, VENUE & GOVERNING LAW:** Exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the state or federal courts of Charleston, South Carolina and the Parties expressly waive any objections to the same on any grounds, including, but not limited to, venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the laws of the State of South Carolina, without regard to the conflict of laws provisions thereof.
14. **COMPLIANCE WITH LAWS:** The seller, by acceptance of this order, represents 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. Seller specifically represents that it will comply with all Federal and State laws, including but not limited to, the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, disability, or protected veteran status. If this purchase involves software or electronic media, Contractor warrants that its product or service complies with Section 508 of the Rehabilitation Act of 1973, as amended, and WCAG 2.0 AA with respect to accessibility for individuals with disabilities.
15. **DRUG-FREE WORKPLACE:** You certify that you will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
16. **NO WAIVER:** The failure of the buyer to enforce, at any time, any of the provisions of this agreement shall not 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 the agreement.
17. **SEVERABILITY:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
18. **INSURANCE:** Seller acknowledges and understands that The Citadel does not maintain and will not obtain insurance of any type to protect seller against any loss, damage or injury that may in any way result from contractor's performance of the services. Contractor hereby releases The Citadel parties from any and all liability for any loss, damage, injury or costs relating to the performance of the services, The Citadel's use of the work material, and The Citadel's reliance on the services.
19. **INDEMNITY:** Seller will indemnify, hold harmless and defend The Citadel parties, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses (including attorneys' fees incurred in investigating, defending or settling any of the foregoing claims), of any kind or nature, arising from seller's performance of the services that are caused in whole or in part by any negligent act or omission, or willful misconduct, of seller or any contractor parties for whose acts contractor may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any indemnitee has by law or equity. The Citadel will be entitled to be represented by counsel it selects at its own expense. In addition, seller will indemnify, hold harmless and defend The Citadel parties from and against all claims arising from infringement or alleged infringement of any intellectual property right arising by or out of the performance of services.
20. **FORCE MAJEURE:** Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control.