

TERMS AND CONDITIONS

1. **CONTRACT** – This contract expresses the complete agreement of the parties, and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by an authorized representative of the State Fair Community College Vice President of Finance and Administration or other authorized personnel.
2. **QUANTITIES** - State Fair Community College assumes no obligation for articles or materials shipped in excess of the quantity ordered unless otherwise agreed to by the parties.
3. **DELIVERY** – If deliveries are not made at the time agreed upon and for the items specified, State Fair Community College reserves the right to cancel the order and purchase the items elsewhere. Seller shall be held accountable for any additional costs incurred as a result thereof.
4. **SUBSTITUTION** – Substitution of awarded items shall not be made without the prior written approval of State Fair Community College.
5. **BACKORDERS** – Backordered items must be identified on the Seller's invoice.
6. **TRANSPORTATION** – F.O.B. Destination: All transportation charges are the responsibility of the Seller. When contract states F.O.B. Shipping Point or Origin, the Seller shall prepay shipping charges and add such charges to the invoice. Merchandise must be accompanied by a packing list showing all items shipped and the State Fair Community College purchase order number. No goods will be accepted C.O.D.
7. **INSPECTION AND ACCEPTANCE** – No materials received by State Fair Community College pursuant to this contract shall be deemed accepted until the College has had reasonable opportunity to inspect said materials. All material which is discovered to be defective or which does not conform to any warranty of the Seller upon initial inspection, may be returned at the Seller's expense for full credit or replacement. Such right to return offered to State Fair Community College arising from the College's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the College may have therefore.
8. **WARRANTY** – Seller expressly warrants that all materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or adopted by State Fair Community College and that such materials and work are fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by the reason of the College's acceptance of said materials and work or by payment therefore.
9. **TERMINATION OF CONTRACT** - State Fair Community College reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor (Seller) or by any of his Subcontractors, in the sole judgment and discretion of the College. In the event of such termination, the Contractor (Seller) or by any of his Subcontractors, in the sole judgment and discretion of the College. In the event of such termination, the Contractor (Seller) shall be liable for any excess costs incurred by the College. If the contract is so terminated, the College may purchase, upon such terms and in such manner as the State Fair Community College Vice President of Finance and Administration or other authorized personnel may deem appropriate, materials or services similar to those so terminated and the Contractor (Seller) will be liable for excess costs occasioned thereby.
10. **TAX-EXEMPT** – State Fair Community College, as a public supported educational institution, is exempt from all sales and use taxes. State sales and or use taxes are not to be billed to the College.