

TERMS AND CONDITIONS

1. **DELIVERY AND ACCEPTANCE:** Time of delivery is of the essence of this contract. The College reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind the College to accept future shipments, nor deprive it of the right to return goods already accepted.
2. **RISK OF LOSS:** Delivery shall not be deemed to be complete and title shall not pass to the College until goods have been actually received and accepted by the College.
3. **QUALITY:** Goods are subject to the College's inspection and approval within a reasonable time after delivery. If specifications are not met goods may be rejected by the College and returned at Seller's expense.
4. **PATENT INFRINGEMENT:** Seller agrees to indemnify the College, its officers, agents and employees and hold it harmless from and against all liability, loss, damage, and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent, or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the College.
5. **GOVERNMENT REGULATIONS:** Seller warrants that all applicable laws, regulations, and rules of governmental authority covering the production, sale and delivery of the goods specified herein have been complied with.
6. **WARRANTY:** Seller expressly warrants that the goods covered by this order are of merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon the Seller's part to indemnify and hold the College harmless from liability, loss, damage, and expense, including reasonable counsel fees, incurred or sustained by the College by reason of the failure of the goods to conform to such warranties.
7. **TAXES, FEES, EXPENSES, AND EXTRAS:** Articles sold to the College are exempt from Federal excise taxes.

The College will reimburse the Seller or pay directly all California State and local sales and use taxes applicable to the purchase or use of the items by the College

8. **DISCOUNTS:** In connection with any discount offered, time will be computed from date of delivery of the supplies or equipment as specified or from the date correct invoices are received in the office specified by the College if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the check.
9. **DELIVERY:** Where F.O.B. Shipping Point transactions are expressly provided for, should any shipment under this purchase order be received by the College in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Seller at the request of the College shall at Seller's own expense assist the College in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
10. **FREIGHT CHARGES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the College unless expressly included on the face of this purchase order.

Unless otherwise expressly shown on the face of this purchase order, all transactions shall be shipped freight prepaid F.O.B. Destination and the Seller shall bear all costs of shipment including insurance.

Where the College has so authorized in writing, goods may be shipped F.O.B. Shipping Point, but Seller shall prepay all shipping charges, route the goods by the cheapest common carrier, in keeping with the nature of the goods being shipped and the stated arrival date, or the carrier specified by the College, and list said charges as a separate line item on Seller's invoice. Seller shall furnish supporting documents for all freight charges exceeding One Hundred Dollars (\$100.00).

The College reserves the right to reject C.O.D. shipments.

11. **PURCHASE ORDER NUMBER:** All correspondence, invoices, bills of lading, shipping memos, acknowledgements, packages, etc. MUST show the purchase order number. If factory shipment, Seller shall advise factory to comply.
12. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California.
13. **DELAY IN SHIPMENT:** If Seller cannot fill this order without delay the College shall be promptly notified.
14. **PROMPT PAYMENT:** The College desires to pay all bills promptly. However, unless these terms and conditions are fully complied with, payment of invoices may be delayed.
15. **COMPLETION OF ORDERS:** The College reserves the right to withhold payment until order is complete.
16. **SELLER'S INVOICE:** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall be dated and shall contain the following: Purchase order number, descriptions of items, quantities, unit prices, extended totals, sales tax (when applicable), and discounts (if any).

Invoices or vouchers not on printed bill heads shall be signed by the Seller or person furnishing the goods or service. Every invoice shall be properly itemized.
17. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without the express authorization in writing from the College's Purchasing Office. No other College department, officer, employee or agent may authorize changes, unless approved in writing by the Purchasing Office.
18. **REGENTS NOT A PARTY:** The Regents of the University of California, a public educational institution of the State of California are not a party to this agreement.