

PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order constitutes the agreement between the College and the SELLER. No amendments, modifications or changes of or to the Purchase Order will be binding upon the College unless made in writing and signed by an authorized representative of the College's Purchasing Department.

1 **TAX EXEMPTION** Educational institution not subject to state tax or federal excise tax. Exemption certificate will be furnished. FEIN #37 -0905504, Tax Exempt No. E99868091.

2 **APPLICABLE LAW** This agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, provided, however, that any Purchase Order issued under a U.S. Government prime contract shall be construed and interpreted in accordance with Federal Law relating to U.S. Government prime contracts.

3 **COMPLIANCE WITH GOVERNMENT STATUTES AND REGULATIONS** The SELLER warrants and certifies that in the performance of this contract it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political sub-division thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment.

4 **ACKNOWLEDGMENT OF ORDER** Both the SELLER'S shipment of goods or commencement of performance hereunder shall constitute acceptance of this Purchase Order, and no contrary or additional terms or conditions shall apply.

5 **CHANGES** The College may from time to time, by written instructions issued to the SELLER by an authorized representative of the College's Purchasing Department, make changes, issue additional instructions, require additional goods, work or services, or direct the omission of goods, work or services, ordered herein. If any such change causes an increase or decrease in the cost of, or the time required for performance of this Purchase Order, an equitable adjustment shall be made in the price or delivery schedule or both, and this Purchase Order shall be modified in writing accordingly. No extra work, additions, or alterations will be paid for by the College unless performed pursuant to the written instructions of an authorized representative of the College's Purchasing Department. Any claim by the SELLER for adjustment under this provision must be asserted within thirty days from the date of receipt by the SELLER of the notification of change. The terms and conditions of this agreement shall apply to all such written modifications.

6 **CANCELLATIONS** Time is of the essence and the College may, at its option, and without limitation of any of its other rights, cancel all or any unfilled part of this Purchase Order if the SELLER does not make deliveries as specified or so fails to make progress as to endanger performance of the work or services, and does not correct such failure within ten days after receipt of written notice from the College specifying such failure, or if the SELLER breaches any part of the terms hereof, including the warranties of SELLER.

7 **WARRANTIES AND INSPECTION** The SELLER warrants that all goods or work supplied under this Purchase Order shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable of good quality and workmanship and free from defect. The SELLER warrants that all goods covered by this Purchase Order which are the product of the SELLER or are in accordance with the SELLER'S specifications, will be fit and serviceable for the purpose as intended. All such goods or work shall be subject to the College's inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt, and if rejected will be held at SELLER'S risk and expense for storage and other charges. Neither receipt of goods nor payment therefor shall constitute a waiver of this provision.

8 **INDEMNIFICATION** SELLER agrees to indemnify, hold harmless and defend the members of the Board of Trustees of the College, its officer, employees and agents thereof against all suits, actions, legal proceedings, claims, liens, and demands, and against all damages, losses, costs, expenses, and attorneys' fees in any manner caused by, arising from, incident to, connected with, or growing out of this Purchase Order, the performance thereof or the services performed in connection herewith excepting only such liability as may result solely from the acts of negligence of the College or its employees.

9 **PATENTS** The SELLER warrants that the goods furnished hereunder, either alone or in combination with other materials, will not infringe on any patents in the United States or any foreign country. The SELLER agrees, at the SELLER'S own expense, to defend any and all actions or suits alleging such infringements and will save the College, its officers, agents, servants and employees, harmless in cases of such infringement.

10 **BANKRUPTCY AND ASSIGNMENT** In the event of any proceedings in bankruptcy or insolvency by or against the SELLER, or in the event of the appointment (with or without the SELLER'S consent) of an assignee for the benefit of creditors, or of a receiver, the College may cancel this Purchase Order.

11 **INSURANCE** If fabrication, construction, installation, or other work is specified to be done on the College's premises, the SELLER and its sub-contractor, if any, shall carry worker's compensation insurance for all employees engaged in the work as required by the laws of the State of Illinois and, in addition, the SELLER shall indemnify and hold the College, board members, officers, employees, agent and assignees, forever harmless from all claims for worker's compensation arising out of the performance of such construction or work by the SELLER'S employees, the SELLER, at its sole expense and prior to commencing any such work, shall also purchase and maintain insurance with coverage provided by an insurance company acceptable to the College. Such policy shall provide comprehensive general liability, property damage, automobile liability (including uninsured drivers coverage) and contractual insurance and shall include endorsements showing the College, its Board, its members, agents, employees, and students as additional named insured parties. The College will notify vendor of minimum coverage amounts. The insurance coverages required hereunder shall be tendered to the College prior to commencement of services under this agreement.

12 **PREVAILING WAGE** It is also specifically understood and agreed that to the extent the SELLER is engaged in providing services on behalf of the College as and part of any public works construction project, the SELLER and all subcontractors agree to pay all laborers, workers and mechanics so employed not less than the prevailing rate of hourly wages in the locality in which the work is being performed as determined from time to time by the Department of Labor in accordance with the provision of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) In addition, the SELLER shall provide to the College a contractor's payment bond sufficient in amount to guarantee payments to laborers and workers in conformity with said Prevailing Wage Act provisions.

13 **NONDISCRIMINATION** The SELLER or its subcontractor, if any, shall not discriminate against any qualified employee or applicant for employment to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, national origin, ancestry, age, marital status, physical or mental handicaps unrelated to ability, or discharge from military service pursuant to the provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) and shall also comply with all federal laws, enactments and executive orders requiring equal employment opportunity. The SELLER also agrees to cause the provisions of this equal opportunity clause to be included in all subcontracts and Purchase Orders hereunder unless exempted by rules, regulations and orders of the Secretary of Labor.

14 **ADVERTISING** The SELLER agrees not to make reference to the College in any advertising material of any kind without the express written permission of the College.

15 **OSHA** All goods furnished hereunder shall be manufactured and shall perform in accordance with the applicable prescribed standards of the Federal Occupational Safety and Health Act of 1970 in effect on the date of this Purchase Order.

16 **HAZARDOUS MATERIALS** The SELLER warrants that all materials ordered herein which have been classified by the Department of Transportation as hazardous materials for the purpose of transportation will be packed, marked, labeled, and shipped in accordance with the provisions of Title 49, Code of Federal Regulations, Parts 100 through 199 as amended.

17 **PAYMENTS** Billing statements for services or goods provided by the SELLER will be approved or disapproved by the College within 30 days after receipt or within 30 days after the date on which the goods or services were received, whichever is later. Any bill approved for payment shall be paid within 30 days after such date of approval and no late penalties or interest of any kind shall be due to the SELLER prior to said date. The College shall comply with the Prompt Payment Act.