

**THE EVERGREEN STATE COLLEGE
PURCHASED GOODS AND SERVICES
STANDARD TERMS AND CONDITIONS**

The following terms and conditions will be made a part of the Purchase Order contract and Vendor by his acceptance of an order agrees thereto:

1. **CHANGES:** No alteration in any of the terms, conditions, deliver, price, quality, quantities, or specifications of this order/contract will be effective without prior written consent of the Purchaser's Purchasing Office.
2. **PACKING:** No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc., unless otherwise specified herein.
3. **DELIVERY:** For any exception to the delivery date as specified on this purchase/contract, Vendor shall give prior notification and obtain approval thereto from the Purchaser's Purchasing Office. With respect to delivery under the contract, time is of the essence and is subject to termination for failure to deliver on time. The acceptance by Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES:** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on date final approval for payment is authorized. Under Chapter 68 Laws of 1981, if purchaser fails to make timely payment, vendor may invoice for a minimum of one dollar or one percent per month on the amount overdue. Payment shall not be considered late if a check or warrant is available or mailed within the time specified, or if no terms are specified within thirty days. Normally payments to vendors will be remitted by mail. The Purchaser shall not honor drafts, nor accept goods on a sight draft basis.
5. **SHIPPING INSTRUCTIONS:** unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where specific authorization is granted to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, route cheapest common carrier, and to bill Purchaser as a separate item on the invoice for said charges, less federal transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that Purchaser reserves the right to refuse any COD shipments.
6. **REJECTION:** All goods or materials purchased herein are subject to approval by Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of the contract, whether held by Purchaser, or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this contract shall contain the applicable contract number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this contract, indicating the content therein. Invoices will not be processed for payment until all items invoiced are received.
8. **INFRINGEMENTS:** Vendor agrees to protect and save harmless Purchaser against all claims for patent, trademark, copyright, or franchising infringement arising from the purchased, installation, or use of material ordered on this contract, and to assume all expense and damage arising from such claims.
9. **NON-WAIVER BY ACCEPTANCE OF VARIATION:** No provision of this contract, or the right to receive seasonable performance of any act called for by the terms shall be deemed waived by a waiver by Purchaser of a breach thereof as to any particular transaction or occurrence.
10. **WARRANTIES:** Vendor warrants articles supplied under this contract to conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed; except if stated in a Special Condition, the material must then fit that particular purpose.

Vendor and Purchaser agree that this contract does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
11. **CASH DISCOUNT:** In the event that Purchaser is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract, but the invoice does not reflect the existence of a cash discount, Purchaser is entitled to a cash discount with the period commencing on the date it is determined by Purchaser that a cash discount applies.

12. **TAXES:** Unless otherwise indicated, Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this contract, with an exemption certificate.
13. **LIENS, CLAIMS, AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and material ordered herein are free and clear of all liens, claims or encumbrances of any kind.
14. **RISK OF LOSS:** Regardless of FOB Point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release Vendor from any obligation hereunder.
15. **SAVE HARMLESS:** Vendor shall protect, indemnify, and save Purchaser harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors, howsoever caused.
16. **PRICES:** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
17. **TERMINATION:** In the event of a breach by Vendor of any of the provisions of this contract, Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by Purchaser resulting from Vendor's breach of contract.
18. **QUALITY STANDARDS:** Special brands, when named, are to indicate the standard of quality, performance or use desired. Bids on Vendor's equal will be considered provided Vendor specifies brand, model, and the necessary descriptive literature. In the event Purchaser elects to contract for an alternate purported to be an equal by the bidder, the acceptance of the item will be conditioned on Purchaser's inspection and testing after receipt. If, in the sole judgment of Purchaser, the item is determined not to be an equal, the material shall be returned at the Vendor's expense and the contract terminated.
19. **ACCEPTANCE:** THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED IN WRITING BY PURCHASER'S PURCHASING OFFICE.
20. **NONDISCRIMINATION:** Vendor agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, sex or age with regard to but not limited to the following: Employment upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; selection for training. It is further understood that any Vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from Purchaser, unless a satisfactory showing is made that discriminatory practices have been terminated and that a recurrence of such acts is unlikely.
21. **SAFETY AND HEALTH REQUIREMENTS:** Vendor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless Purchaser from all damages assessed against Purchaser as a result of Vendor's failure to comply with the Acts and the standards issued thereunder and for failure of the items furnished under this order to so comply.
22. **LAWS OF THE STATE OF WASHINGTON:** The laws of the State of Washington shall govern this order and the venue of any action brought hereunder shall be in the Superior Court, County of Thurston, State of Washington.
23. **AFFIRMATIVE ACTION FOR HANDICAPPED:** Vendor certifies that he will comply with Section 503 of the Vocational Rehabilitation Act of 1973.
24. **AFFIRMATIVE ACTION FOR VETERANS:** Vendor certifies that he will comply with Section 2012 of the Vietnam era Veterans Readjustment Act of 1974.
25. **ANTI-TRUST ASSIGNMENT:** Vendor and Purchaser recognize that actual economic practice over-charges resulting from anti-trust violations are, in fact, usually borne by the Purchaser. Therefore, Vendor hereby assigns to Purchaser any and all claims for such over-charges as to goods and materials purchased in connection with this order or contract, except as to over-charges which result from anti-trust violations commencing after the price is established under this order or contract and which are not passed on to the Purchaser under an escalation clause.

Vendor Note: Show purchase order number on all documents. Mail two copies of the invoice to: Accounts Payable, The Evergreen State College, Olympia, WA 98505-0002