



Terms and Conditions

This order is subject to the following terms and conditions. By accepting this purchase order (PO) or any part thereof, the supplier accepts all terms and conditions.

Acceptance: This PO constitutes acceptance of your offer to sell the goods/services as quoted. If supplier refuses to accept this order exactly as written, they shall return it immediately with a written explanation. Delivery of goods shall indicate acknowledgement and acceptance of this order.

- 1. Delivery:** Note PO number on all shipments and documents. Polk State College (Polk or Polk State) will not be responsible for any goods delivered without reference to the PO number. Polk assumes no liability for goods shipped to destinations other than those shown on the PO.
- 2. Partial Deliveries:** Partial deliveries/payments shall not be made, unless otherwise specified on the PO, per FS 672.307.
- 3. Payment:** Submit a separate invoice for each PO. Invoices must be mailed to the address stated on the reverse side. No extra charges will be allowed for packaging, handling, boxing, insurance, delivery, transportation, assembling, in-place installation, etc., unless, otherwise specified.
- 4. Freight Charges:** If freight charges appear on the invoice, Polk reserves the right to require receipted transportation invoices.
- 5. Payment Terms:** Payment terms are Net 30 days after receipt of a valid invoice. Discount period will start upon acceptance of goods/services and receipts of a correct invoice.
- 6. Receiving:** Polk State College's Central Receiving is open to receive shipments from 8:00am to 4:30pm, Monday through Friday. Deliveries will not be accepted on holidays or during our specific Spring Break.
- 7. Rejection:** Polk State College reserves the right to reject any shipment that does not meet the terms, conditions, and specifications as stated. Supplier will be responsible for return freight.
- 8. F.O.B:** All shipments for F.O.B. destination, unless otherwise state on the reverse. Transportation charges are included in the purchase price, unless otherwise specified. C.O.D. shipments will not be accepted.
- 9. Change Orders:** Changes to this order are not authorized unless a written Change Order is issued.
- 10. Pricing:** (Blanket PO) If unit price is omitted on the order, except where the PO is given in acceptance of quoted prices, it is agreed that the supplier's price will be the lowest prevailing market price, and in no event is this order to be filled at higher prices than previously quoted or charged, without Polk State's written consent.
- 11. Safety:** All chemical items delivered against this PO must be accompanied by a Material Safety Data Sheet (MSDS).
- 12. Failure to Perform:** Failure to make delivery by or before the required delivery date stated on reverse shall constitute cause for cancellation of the order, or any part thereof, without prejudice to its other rights. Supplier's failure to adhere to any term or condition of this order may result in cancellation with 48-hour notice. Supplier agrees that Polk State may return part or all of any shipment made, and may

charge the supplier for any loss or expense sustained as a result of such failure to deliver.

- 13. Violation:** Supplier represents and warrants that no Federal or State Statute or regulation or municipal ordinance has been or will be violated in the manufacturing, sale, and/or delivery of any good or service sold and delivered hereunder. If such violation has or does occur, supplier will indemnify and render harmless Polk State College from all loss, penalties, or the payment of all sums of money on account of such violation.
- 14. Strict Compliance:** Polk may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.
- 15. Patents:** By accepting this order, supplier renders Polk State College harmless against liability for patent infringement that may arise from the use of any goods, items, or units covered by this PO.
- 16. Insurance:** Supplier shall procure and maintain at all times adequate insurance. Said insurance shall provide that loss, if any, shall be payable to supplier and Polk State as their interests may appear.
- 17. Supplier's Proposal & Acknowledgement:** The terms and conditions of sale as stated on this order govern in the event of conflict with any terms or the supplier's proposal, and are not subject to change by reason of any written or verbal statements made by the supplier, or by any statement in supplier's acknowledgement unless accepted in writing by Polk State College.
- 18. Contract/ ITB / RFP:** When a formal contract has been entered into by Polk State College and the supplier, the terms and conditions included in the contract shall have preference, and this PO is issued solely to encumber funds, and for payment purposes.
- 19. Assignment:** This PO is not transferrable or assignable by the supplier to third parties, unless acknowledged and accepted by Polk State in writing.
- 20. State Public Records Provision:** Supplier acknowledges Polk State College is subject to and must comply with Florida's Public Records Law, Chapter 119, Florida Statutes. Supplier also acknowledges its obligation to comply with the requirements of Section 119.0701, Florida Statutes. Supplier's failure to comply may result in cancellation of this PO.
- 21. Nondiscrimination:** The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, gender or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.