

Attachment B
Purchase Order Terms and Conditions
Beloit College

The purpose of these terms and conditions is to define requirements for delivery and payment of goods and services from vendors.

PURCHASE ORDER ACCEPTANCE

All purchase orders from **Beloit** College (the "College") ARE HEREBY EXPRESSLY LIMITED TO THE TERMS HEREIN, INCLUDING THOSE SET FORTH ON ANY FACE SHEET AND IN ANY DOCUMENT ATTACHED HERETO OR INCORPORATED BY REFERENCE HEREIN. No other terms or conditions altering these purchase order terms and conditions, including those found in any invoice, will be binding upon the College unless consented to in writing and signed by an authorized agent of the College, and THE College HEREBY GIVES NOTICE OF OBJECTION TO ANY TERMS SET FORTH IN ANY OTHER WRITING, INCLUDING ANY INVOICE, WHICH ARE IN ADDITION TO OR DIFFERENT THAN THE TERMS SET FORTH HEREIN. Any delivery made in accordance with a purchase order of the College shall also constitute an acceptance of these terms and conditions.

PURCHASE ORDER NUMBER

Purchase order number and the applicable department/contact name must appear on all packages, bills of lading, packing lists and invoices. The College is not obligated to recognize or adhere to invoice payment requests without proper purchase order numbers. The Vendor must obtain purchase orders prior to acceptance of orders and issuance of invoices; no order shall be binding unless a written purchase order has been given by the College and accepted in whole by the Vendor.

INVOICES

All invoices must be sent to:

Beloit College
Attn: Accounts Payable
700 College Street
Beloit, WI 53511

All payment terms shall be no shorter than Net 30 days unless discounts acceptable to the College apply. Payment of invoices is contingent upon purchase order identification. Invoices will be generated (unless otherwise specified) the day shipments are made. Individual invoices will be issued for each shipment and each order. Unless noted on the face of the applicable purchase order, the price of any items includes all applicable federal, state and local taxes.

DISCOUNT

Discount terms must be stated on the invoice. Discounts will be calculated from the date products or services are received.

DELIVERY

Time is of the essence for all orders. The College reserves the right to cancel any order in whole or in part if any shipment of products or provision of services is not received by the time specified in the order.

QUANTITY

The College's count of any products will be accepted as final and conclusive on all shipments not accompanied by a packing list. Unless expressly provided for to the contrary on the face of an order, all shipments are to be made F.O.B. the College (at the specific location requested by the College), and the Vendor shall bear all cost for cartage, boxing, and containers as required.

ACCEPTANCE OF PRODUCTS AND SERVICES

An order, when accepted by the Vendor, shall constitute the entire contract between the College and the Vendor and shall not be altered, amended, supplemented, or cancelled without the written approval of the College. All products and services shall be received subject to the College's right to inspect and reject nonconforming products and services, and the College shall have reasonable time after delivery to perform such inspection. All risk of loss and damage for any products ordered by the College shall be borne by the Vendor until the products are inspected and accepted by the College after delivery. Payment for products or services covered by this purchase order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove the Vendor's responsibilities for fulfillment of its warranties. Products which have been delivered and rejected may be returned at the Vendor's round trip expense to the Vendor for reimbursement, credit, replacement or correction as the College may direct or may be corrected and/or replaced by the College with cost of correction or replacement at the expense of the Vendor.

PACKAGING AND SHIPPING MATERIALS

Unless otherwise specified in the purchase order, no charge shall be made to the College for packing, transportation, or storage of the items covered by any purchase order. All items covered by a purchase order shall be packed in accordance with good commercial practice to prevent any damage to the items and the Vendor shall be liable for damage to items caused by improper packing or packaging. The College highly encourages the use of recycled and recyclable packing material.

CHANGES

The College may from time to time, by written instructions or drawings issued to the Vendor, make changes, issue additional instructions, require additional work, or direct the omission of work previously ordered. The provisions of this agreement shall apply to all such written modifications.

SUBSTITUTIONS

Substitutions of product, change of quantity, or any other change of order must have prior written approval from the College representative placing the order.

ADDITIONS

No extra work, additions, or alterations will be paid for by the College unless performed pursuant to and in accordance with the written order of the College.

CANCELLATIONS

The College may cancel this order at any time, giving notice in writing. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the change, but in no event shall the College be required to pay more than Vendor's actual cost of labor and supplies consumed to the point of cancellation.

TERMINATION FOR DEFAULT

- a) In the event of the Vendor's default hereunder, the Buyer may exercise any or all rights accruing to it, both at law (including those set forth in Article 2 of the Uniform Commercial Code or in equity.
- b) The Vendor's obligations that by their terms or that would ordinarily be expected to survive a termination of an order will survive indefinitely. As illustration but not limitation, the Vendor's obligations under the warranty, intellectual property, and indemnification provisions of any purchase order shall survive any termination.

WARRANTY AND INSPECTION

In addition to all other warranties separately provided by the Vendor or available to the College under law, all products sold and work performed under any purchase order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the College and will be of good material and workmanship free from defects and of good and merchantable quality and fit for their intended purposes, which intended purposes are known to the Vendor.

SAMPLES

The College may demand samples for inspection and approval prior to manufacture or delivery, which the Vendor must provide.

INTELLECTUAL PROPERTY

The Vendor warrants that the products and services delivered, either alone or in combination with other materials, will not infringe on any patents, copyrights, trademarks, trade secrets, or other intellectual property in the United States or any foreign country. The Vendor agrees to indemnify, defend, and hold harmless the College in any action arising out of any intellectual property infringement.

INDEMNIFICATION

The Vendor agrees to indemnify, defend and hold the College harmless from and against all liability, loss, obligation, claims, fees, costs and expenses (including legal fees) resulting from the actions, errors, omissions or negligence of the Vendor, its directors, officers, employees, agents, contractors or subcontractors, including, but not limited to, any defect in material, any defect in services, workmanship, design of any goods furnished, intellectual property infringements or violations, failure to follow or abide by any and all governing laws, ordinances, codes and regulations or breach of these terms and conditions.

INSURANCE

The Vendor shall maintain the following insurances:

- a) **Commercial General Liability** insurance, including contractual liability and Products Completed Operations liability, with limits occurrence basis, by an insurer rated not less than B++. The College will be an Additional Insured in such policy.
- b) **Automobile Liability** insurance with limits not less than \$500,000 per accident combined single-limit or its equivalent.
- c) **Statutory Workers' Compensation** in accordance with governing law, and \$500,000 per accident of Employers' Liability insurance.
- d) Upon the request of the College, the Vendor shall provide one or more Certificates of Insurance evidencing the required insurances and providing a minimum of thirty (30) days written notice of cancellation to the College.

BANKRUPTCY

In the event of any proceedings in bankruptcy or insolvency by or against the Vendor, the appointment (with or without the Vendor's consent) of an assignee for the benefit of creditors or a receiver, or acknowledgement by the Vendor that the Vendor is insolvent, the College may immediately cancel this order for default.

WISCONSIN LAW

Performance of all purchase orders and all other matters pertaining thereto shall be governed by the laws of the State of Wisconsin without regard to its choice of law provisions or principles of comity.

LEGAL VENUE

The jurisdiction and legal venue for any and all claims or other legal matters pertaining to the performance of this order shall be the state or federal courts located in the County of Rock, Wisconsin, and the parties waive any objection thereto (including inconvenient forum or venue).

ASSIGNMENT PROHIBITED

Any assignment of the College's purchase order or rights thereunder, without written consent of the College, prohibited and is void. The Vendor may not procure or contract for the procurement of any product or services in any purchase order without first securing the written approval of the College.

REMEDIES

All remedies and damages provided herein shall be cumulative and are in addition to any other remedies that may be available to the College by law or equity.

TAX IDENTIFICATION INFORMATION

All vendors and service providers are required to supply IRS Form W9 with pertinent tax identification information. Payment is contingent upon the College having current and accurate information on file.

COLLEGE TAX EXEMPT INFORMATION

The College operates under the State of Wisconsin Certificate of Tax Exemption #**ES 57**.

COMPLIANCES

As a supplier of products or services to the College, the Vendors must comply with all applicable laws and regulations, including but not limited to those specific laws and regulations stated with specificity elsewhere in these terms and conditions.

OSHA

Products shall meet, and be in compliance with, the current applicable prescribed standards of the Federal Occupational Safety and Health Act of 1970 in effect on the date of this order.

FAIR LABOR STANDARDS

The Vendor certifies that all products produced and sold to the College will be produced in accordance with the Fair Labor Standards Act of 1938, as amended.

MSDS FORMS

Payment for products is contingent upon the Vendor supplying Material Safety Data Sheets (OSHA-174) for all applicable items.