

TERMS AND CONDITIONS BY ACCEPTANCE OF THIS ORDER SELLER AGREES WITH BUYER AS FOLLOWS

1. This order may be accepted only upon the terms and conditions set forth herein. When so accepted, this order contains the complete and final agreement between the buyer and seller respecting the goods and services specified. Any additional or different terms proposed by the seller are hereby rejected unless accepted in writing by the buyer.
 2. The seller, by acceptance of this order, is deemed to represent that seller has complied or will comply with the Drug-Free Workplace Act, Section 44-107-10, Chapter 107, of the South Carolina Code of Laws. This acceptance also applies to all applicable Federal, State, and Local laws, ordinances, lawful orders, rules, and regulations hereunder. A contractual signing by seller and the University confirms compliance as so stated herein.
 3. Seller warrants that the prices stated herein or on his invoice are as low as any net prices now given by seller to any other customer for like goods or services and seller agrees that, if at any time during the life of this order, he quotes or sells at lower net prices, similar goods or services under similar conditions, such lower net prices, shall from that time, be substituted for the prices provided herein.
 4. All shipments are to be made FOB destination, freight prepaid, to the receiving point at Winthrop University, Rock Hill, South Carolina, unless otherwise indicated on this form. If other than FOB destination, all transportation, insurance, crating, and/or packing charges are to be entered as separate items on seller's invoice.
 5. Subject to conditions beyond the control of the seller, delivery or completion must actually be affected within the time stated on the purchase order. If for any reason whatsoever, including conditions beyond the control of the seller, completion is not timely, the buyer reserves the right to obtain the goods or services elsewhere and to charge seller with any loss incurred as a result thereof, or at his option, to cancel the order. It is understood that time is of the essence under this agreement. Seller shall make no partial deliveries hereunder unless buyer shall consent hereto. Whenever the seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, seller shall inform the buyer.
 6. Any material shipped in excess of the quantity specified in the order may, at the buyer's option, be returned to the seller at seller's expense. The Buyer will not be obligated to pay for services of labor provided in excess of that specified in this order.
 7. All goods purchased hereunder shall be subject to inspection by the buyer to the extent practicable at all times and places including the period of manufacture. Notwithstanding any prior inspection or payments hereunder, items shall also be subject to final inspection prior to acceptance within a reasonable time after Delivery. No inspection or test made prior to the final inspection shall relieve the seller from responsibility for defects or other failure to meet the requirements of this order.
 8. Seller warrants that all items delivered hereunder shall be free from defects in workmanship, material, and manufacture, and shall comply with the requirements of this agreement, including any drawings or specifications incorporated in design. Seller further warrants that all items purchased hereunder shall be merchantable quality and shall be fit and suitable for the purposes intended. The foregoing warrants are conditions to this agreement and are in addition to all other warranties expressed or implied and shall survive any deliver, inspection, acceptance, or payment by the buyer. If any warranties specified herein or otherwise applicable are breached by the seller the Buyer may, at its election, (1) require the seller to correct, at the seller's sole expense, any defect or non-conformance by repair or replacement, or (2) return any defective or non-conforming goods to seller at the seller's expense and recover from the seller the price thereof. The foregoing remedies are in addition to all other remedies of law or as contained in this agreement and shall not be deemed to be exclusive. The foregoing representation and warranties shall survive acceptance of the goods or services.
 9. The manufacturer guarantees that the design of the equipment being purchased conforms to NFPA, UL, ANSI, OSHA, and any other existing safety standards in effect at time of shipment.
 10. Provisions of the South Carolina Consolidated Procurement Code and Control Board's directive "Purchasing Policies and Procedures" have been complied with in issuing this purchase order. This order shall be governed by the laws of the State of South Carolina applicable to contracts made to be performed solely within the state. In addition, as per South Carolina Code of Laws, Article 10, Section 2, the University (buyer) is prohibited by law to any indemnification clauses by the seller. This order shall not be modified except by written agreement of the Buyer and Seller. If litigation arises out of or under the agreement, the seller agrees to submit to the jurisdiction of the State of South Carolina and agrees that the laws of South Carolina will control this agreement.
 11. This purchase order constitutes a contract on the part of Winthrop University to pay the seller for the goods or services described. Payment will not be made until the order is filled in its entirety or until any unfilled items are cancelled.
 12. This purchase order is not assignable by the seller without the prior consent of the buyer.
 13. The failure of the buyer to enforce at any time any of the provisions of this agreement shall in no way be construed as a waiver of such provisions nor in any way the right of the buyer thereafter to enforce each and every provision of this agreement.
 14. The University is an equal employer/affirmative action employer and does not knowingly conduct business with suppliers who practice discrimination. **PERFORMANCE CERTIFIES THAT VENDOR IS AN EQUAL OPPORTUNITY EMPLOYER.**
 15. Payment terms net 30 unless otherwise predetermined.
 16. Seller shall submit invoice to:
Winthrop University, Accounts Payable
125 Tillman Hall, Rock Hill, SC 29733 or
via email: accountspayable@winthrop.edu
- All inquiries regarding payment of invoices should be directed to Accounts Payable.
Telephone: 803.323.2243
17. All other questions should be directed to the appropriate buyer listed on the purchase order.

Winthrop University Purchasing Services
307 Tillman Hall
Rock Hill, SC 29733

Telephone: 803.323.2143 Fax: 803.323.2480
Email: purchasing@winthrop.edu