

1. **TAXES:** Mott Community College (MCC) is a corporate body chartered under Act 331 of Michigan Public Acts, (1966) and as such is not subject to federal or state taxes. Tax Exempt Number 38-790022F
2. **PACKAGING & SHIPMENT:** Item(s) shall be packaged by the Seller in suitable containers to protect the item(s) to permit safe transportation and handling. Ship to secure the lowest transportation cost, unless otherwise stated in the purchase order (PO). No charge shall be made by the Seller for packaging unless provided for on the PO. Each shipment must contain a packing list showing the number of cartons shipped and the contents of each carton. The PO number must appear on all packing sheets, delivery tickets and bills of lading. If shipment is drop-shipped from the manufacturer or by another third-party, all invoices, packing lists and cartons must be identified by MCC's PO number. No goods will be accepted C.O.D. except by previous written approval from the Buyer.
3. **INVOICES:** Invoices are not payable until the requested goods are inspected and accepted or the service is complete. Submit one invoice for each shipment to the attention of Accounts Payable, 1401 East Court Street, Flint, Michigan, 48503. Invoices must list shipping/delivery charges as a line item cost, otherwise Accounts Payable will not issue payment for shipping/delivery charges listed on the invoice. **The PO number must be clearly shown on the invoice; failure to do so may result in delayed payment.**
4. **DELIVERY/PERFORMANCE:** Time is of the essence. Failure to deliver goods or perform services on time may result in substantial damage to the College. If Seller shall fail to make timely delivery or performance of any part of the goods or services or if timely delivery or performance is endangered for any reason, the College shall have the right, at its option, to terminate any part or the whole of this order, reject untimely deliveries, purchase substitute goods elsewhere and/or charge the Seller with any loss incurred. Deliveries will be accepted at the 'Ship To' address between 8:00 AM and 5:00 PM, Monday through Friday with the exception holiday closings (http://webserv.mcc.edu/hr/hr_generalinfo_holidayclosings.s.html).
5. **REJECTION:** All goods and materials purchased herein are subject to approval by the College. Any rejection of goods or materials due to nonconformity to the terms and specifications of this order will be at the Seller's risk and expense.
6. **LIENS, CLAIMS & ENCUMBRANCES:** Seller warrants and represents that all goods and materials ordered herein are free and clear of all liens, claims and encumbrances.
7. **WARRANTIES:** All specifications, drawings and other data submitted by MCC, including performance data, are incorporated by reference into this order and Seller expressly warrants that goods and services it provides shall conform to such data. In addition, goods delivered are expressly warranted by Seller to be merchantable, of good materials and workmanship, free from any defect in material, labor or fabrication, and fit for MCC's particular purpose. Seller further warrants that all work and services performed hereunder will be free from defect in workmanship.
8. **MCC AS OFFEROR:** Any price quotes provided by the Seller for its goods/services shall be treated as informational only and not as an offer. MCC shall be treated as the offeror in all contracts between MCC and the Seller.
9. **PREEMPTION:** In the event of conflicting provisions among the purchase documents, provisions from the following documents will control in the order listed herein: (a) contract, (b) the PO, (c) these Terms & Conditions, (d) the solicitation document terms & conditions, and (e) the Seller's proposal/quote.
10. **CHANGES:** MCC may, from time to time, amend the PO issued to the Seller for any or all of the following: (i) increase or decrease the quantity of products ordered; (ii) change the drawings or specifications; (iii) issue a suspension of work order; (iv) make changes in the delivery schedule. If such changes cause an increase or decrease in the amount of work or in the cost of performance, an equitable adjustment shall be made in the price and/or delivery schedule. The PO shall be amended in writing, as necessary, to reflect the change. Any claims for adjustment under this clause not asserted within thirty (30) days from the date of the PO amendment shall be deemed waived. No alteration of any of the items, conditions, delivery price, quality, quantities, or specifications of this order will be effective without the written consent of the Buyer or Purchasing Manager.
11. **TERMINATION:** MCC shall have the right to terminate the award with the Seller without penalty pursuant to thirty (30) days written notice of termination to the Seller under the following circumstances:
 - a. Default of Seller - It shall be considered a default whenever the Seller shall (i) disregard or violate the material provisions of the contract documents or MCC instructions; (ii) fail to execute the work according to the agreed schedule of completion and/or time of completion specified, including extensions thereof; (iii) fail to reach agreed upon performance results; (iv) declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.
 - b. Lack of Funds - Lack of funds shall be construed to mean when MCC, in the judgment of its Chief Financial Officer, determines that it cannot continue the funding of its contract services without undue hardship to the college.
 - c. Best Interest - MCC may terminate contract services if it is construed by the Chief Financial Officer to be in the best interest of MCC in serving its students, faculty, staff and/ or community.Except where termination is caused by the default or delay of the Seller, Seller shall be entitled to reimbursement for its actual costs incurred up to and including the date of termination in accordance with recognized accounting practices. Seller shall also be entitled to a reasonable profit on the work done prior to such termination at a rate not to exceed the rate used in establishing the original purchase price. The total of such claim shall not exceed the canceled commitment value of this PO.
12. **EMPLOYEE BEHAVIOR:** The Seller shall be responsible for maintaining satisfactory standards of its employees' competency, conduct, courtesy, appearance, honesty and integrity and shall be responsible for taking such disciplinary

action with respect to any employee as may be necessary. MCC may request the Seller to immediately remove from assignment any employee found unfit to perform duties due to one or more of the following reasons: (i) neglect of duty; (ii) disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting; (iii) theft, vandalism, immoral conduct or any other criminal action; (iv) selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for MCC.

13. **CONFLICT OF INTEREST:** Seller affirms that its directors and/or principal officers are not employed by MCC.
14. **LAW GOVERNING:** This PO shall be governed by the laws of the State of Michigan.
15. **COMPLIANCE WITH LAWS:** Seller warrants, certifies and agrees that goods and services Seller provides have been or will be manufactured, distributed, shipped, packaged, delivered and performed in compliance with all applicable federal, state and local laws, regulations, ordinances and orders, including the Occupational Safety & Health Act of 1970, and all regulations and standards in effect hereunder at the time of sale. Seller agrees to furnish, upon request, further certification of such compliance in a form satisfactory to MCC.
16. **INDEMNITY:** Each Party shall defend, indemnify and hold harmless the other Party, its board members, officers, employees, agents and students from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying Party's acts or omissions under this contract for which the indemnifying Party would be liable in law equity. The indemnifying Party shall keep the other Party reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other Party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying Party's payment of money, it shall have final authority regarding the settlement.
17. **INDEPENDENT OPERATION:** The Seller and the agents and employees of the Seller, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of MCC.
18. **ASSIGNMENT:** Performance of this PO is particular to the Seller to whom the PO is issued and no right, duty or obligation arising under this PO may be assigned or otherwise transferred by the Seller, either in whole or in part, without the written consent of an officer of MCC.
19. **PARKING:** The Seller shall be responsible to ensure that vehicles of its employees and subcontractors are not in unauthorized areas without the expressed permission of MCC. Unauthorized vehicles will be ticketed and towed if necessary. Parking permits may be obtained at the Office of Public Safety.
20. **CONFINED SPACE REQUIREMENTS:** Vendors who must access a confined space or permit-required confined space to fulfill the service they provide to the College must submit a current confined space training program, and/or a permit [for permit-required confined space entry] to the following recipient:

- i) Tamara Hunt - Risk Management, Compliance and Procedures Coordinator - Physical Plant Operations
Physical Plant Operations, Room PPO2206
1401 E Court St
Flint, MI 48503
tamara.hunt@mcc.edu

Access to confined spaces and permit-required confined spaces will only be given after a notice to enter has been given to the Risk Management, Compliance and Procedures Coordinator and only then after [s]he has confirmed receipt of the Vendor's current confined space training program and/or permit with the Compliance and Procedures Coordinator. Vendors who have contracts that extend multiple years will be required to submit a confined space training program and/or permit annually.

Submission of a current confined space training program and/or permit should include the following information:

- i) PO number associated with the need for confined space access
- ii) Contact information for the vendor's employee responsible for safety compliance

21. **SAFETY/HAZARDOUS MATERIALS:** All equipment, supplies, and services sold to the College shall conform to the general safety orders of the Federal, State of Michigan and City of Flint Safety Standards Acts (OSHA and MiOSHA standards to be complied with). For all supplies which qualify with the State of Michigan to require a Material Safety Data Sheet (MSDS), a copy of the MSDS must be sent via email or postal mail with the PO clearly identified to MCC's Risk Management, Compliance and Procedures Coordinator. Seller will notify MCC's Risk Management, Compliance and Procedures Coordinator in advance of the entry of hazardous or flammable materials. **NO HAZARDOUS OR FLAMMABLE MATERIALS MAY BE STORED IN ANY OF THE BUILDINGS BY THE SELLER. ALL SUCH ITEMS MUST BE REMOVED FROM BUILDINGS ON A DAILY BASIS AND CONTAINED IN A FIREPROOF CABINET WHILE ON BUILDING PROPERTY.**
22. **GENERAL:** Any waiver of strict compliance with the terms hereof by MCC shall not constitute a waiver of MCC's rights to insist upon strict compliance with the terms of this order.
23. **CORRESPONDENCE/AMENDMENTS:** All correspondence concerning this order must be directed to MCC's Purchasing Department. No alteration, change, addition or other modification of this PO or the terms thereof is valid or binding on the College unless in amended in writing on the PO or authorized in writing by the Buyer or Purchasing Manager.

PAYMENT TERM KEY

Net/10	Net 2%/10
Net/15	Net 15
Net/30	Net 30
Net/45	Net 45
Net/HF	½% 10 Net 30
Net/IN	Instant
Net/N	Net 10
Net/PD	Prepaid