

Terms and Conditions of Purchase

Effective February 15, 2005 - June 25, 2007:

1. **OFFER AND CONTRACT:** The terms, together with such terms as are set forth on the face of this purchase order, with such plans, specifications or other documents as are attached or incorporated by reference on the face of this order, constitute the offer of the Buyer to Seller and shall, when accepted, constitute the entire contract between the Buyer and Seller. The Buyer hereby gives notice of its objection to any different or additional terms. This order is valid only as written. If price, terms, shipping date or any other express condition of this order are not acceptable, the Buyer must be notified and must accept in writing any variation prior to shipment or delivery. The terms and conditions set forth in this order shall be deemed to have been accepted (1) in the absence of written notification of non-acceptance by the Seller within a reasonable period of time, or (2) upon timely delivery of the products identified in accordance with the laws of the State of New Hampshire.

2. **WARRANTIES:** Seller represents and expressly warrants that all supplies or equipment ordered to specifications will conform thereto, and to the drawings, samples, or other descriptions furnished by the Buyer, or will be suitable for the purpose intended, and that all will be of good quality and workmanship and free from defects. Seller shall at its own expense replace or correct any which are defective promptly upon receipt of notice from the Buyer.

3. **DELIVERY:** Deliveries are to be made in quantities and at times specified in the order, however, the Buyer may from time to time change delivery schedules or direct temporary suspension of shipments. Seller will not be liable for delays in delivery due to causes beyond the Seller's control provided the Seller notifies the Buyer promptly that such delay may occur. If the Seller does not comply with Buyer's delivery schedule, Buyer may terminate the order in whole or in part without liability.

4. **INSPECTION:** All goods shall be subject to final inspection and acceptance by Buyer at destination. Such final inspection and acceptance shall be conclusive except as to latent defects, fraud, and the Seller's warranty obligation. Items rejected as not conforming to this order shall be returned at Seller's expense, including storage, transportation and handling charges, if any.

5. **PATENT INDEMNITY:** Seller hereby warrants that the goods purchased hereunder will not infringe any United States patent, trademark, or copyright. Seller agrees to defend at its own expense claims and actions asserted against the Buyer and to indemnify and hold harmless the Buyer against all claims, demands, loss, and liability, including costs and attorney's fees resulting from any alleged infringement.

6. **INDEMNITY:** If this order covers work for Buyer to be performed on Buyer's property Seller agrees to indemnify and hold harmless the Buyer, its officers and employees from and against all liability, demands, claims, damage, and expense by reason of or on account of property damage, death, or personal injury of whatever nature or kind arising out of or in connection with the performance of this order. Seller shall maintain public liability and property damage insurance

with limits to suit the Buyer and shall maintain workman's compensation and employer liability insurance covering all employees engaged in performance of this order.

7. **DEFAULT:** In the event that the Seller fails to comply with any of the terms and conditions herein including but not limited to the warranties of the Seller, Buyer may terminate this order in full or in part and may consider such non compliance as a breach of this agreement, Buyer expressly reserves the right to pursue the remedies provided by law.

8. **ASSIGNMENT:** Seller shall not assign this order or its obligations to be performed hereunder, or any monies to become due hereunder without the Buyer's prior written consent.

9. **COMPLIANCE WITH LAWS:** Seller warrants and certifies that in performance of this contract and goods delivered hereunder will comply with all applicable statutes, laws, rules, regulations of Federal, State, or Local governments including but not limited to laws and regulations pertaining to labor, wages, hours and other conditions of employment, and current OSHA requirements.

10. **TERMINATION:** Without limiting the Buyer's right to cancel this order pursuant to article 7 above, the Buyer may terminate work under this order in accordance with terms and conditions contained in the Buyer's Grant or Government Contract.

11. **AFFIRMATIVE ACTION:** Non-Exempt vendors/suppliers/ subcontractors shall comply as appropriate with Executive Orders 11246 and 11375 as amended from time to time and the rules and regulations promulgated thereunder, including the provisions set forth in 41CFR parts 60-1.4, 60-250.4, and 60-741.4.

12. **EQUAL OPPORTUNITY:** During the performance of this order or subcontract the Seller agrees as follows: The Seller will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, age, disability, or status as a disabled or Vietnam era veteran. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, sex, religion, sexual orientation, national origin, age, disability, or status as a disabled or Vietnam era veteran. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

(A) All vendors or contractors must be in compliance with the above and submit a written statement confirming conformance at the time of bid solicitation.

(B) An affirmative action effort by all vendors or contractors will be made to identify women, minority, disabled, disabled veteran and Vietnam era veteran owned vendors and suppliers who are capable of fulfilling the College's requirements.

13. **USE OF BUYER'S NAME:** The Seller agrees that it shall not use the name of the Buyer, any of the Buyer's trade names or trademarks, or any of the names of Buyer's employees or agents in

any promotional work, advertising, or in any other form of publicity, without the express written consent of the Director of Procurement and Auxiliary Services.