



**PURCHASE ORDER**

Mount Holyoke College  
50 College Street  
South Hadley, MA 10175  
Phone: 413-538-2901  
Fax: 413-538-22 27

**The following Purchase Order Number must appear on all related correspondence, shipping papers and invoices:**

P.O. Number: \_\_\_\_\_  
P.O. Date: \_\_\_\_\_

Vendor:		Ship to:  Mount Holyoke College 50 College Street South Hadley, MA 01075	
---------	--	--	--

Payment terms	F.O.B. Point	Quote No./Quote date	Expected Delivery Date
Vendor Contact Name	Vendor Contact Phone	Vendor ID No.	Shipped via

Item No	Quantity	Description	Unit Price	Total

This Purchase Order is not valid without the terms and conditions on the reverse which are an integral part hereof.

SALEX TAX  
(EXEMPT #04-2103578)

SHIPPING & HANDLING

**TOTAL**

TAX EXEMPT

**BILLING INFORMATION:**

- Please send one copy of your invoice
- Enter this order in accordance with the prices, terms, delivery method and specifications listed above AND ON THE REVERSE or as may be attached.
- Please notify us immediately if you are unable to ship as specified
- Send all billing correspondence to:**  
Accounts Payable  
Mount Holyoke College  
Room 6 Skinner Hall  
50 College Street  
South Hadley, MA 01075  
Phone (413) 538-2901 Fax (413) 538-2227

DEPARTMENT PLACING ORDER

ACCOUNT NO.

CONTACT NAME (Buyer)

CONTACT PHONE / CONTACT E-MAIL ADDRESS

AUTHORIZED BY (Signature)

DATE

\_\_\_\_\_

TERMS & CONDITIONS

1. **INVOICES & CORRESPONDENCE:** Unless otherwise directed, send Invoice to Accounts Payable. Address all correspondence to the Buyer. Reference the PO number on all invoices, packing slips, bills of lading, credit slips, return authorizations, and correspondence.
2. **F.O.B. DESTINATION:** The freight terms are F.O.B. Destination, Freight Prepaid, unless otherwise specified.
3. **TAX EXEMPTION:** Mount Holyoke College is tax exempt. A copy of Massachusetts Tax Exemption Certificate 042103578 is available on request. Mount Holyoke College is not liable for taxes, customs, or assessments in connection with the purchase and/or delivery of goods ordered, except as expressly set forth on the PO.
4. **ACCEPTANCE:** This PO is an offer to purchase goods and/or services as set forth. Any of the following acts by Seller shall constitute acceptance of this order delivery of any of the goods ordered; commencement of performance; or written or verbal acknowledgment expressly accepting the terms set forth. Any additional or different term or condition on Seller's acknowledgment form, or otherwise communicated by seller in accepting this order, shall be deemed to be material alteration of this order and is hereby objected to by Mount Holyoke College. Any such term or condition shall be totally inapplicable to this order unless Mount Holyoke College specifically agrees in writing. Acceptance of the goods or services covered by this order will not constitute acceptance by Mount Holyoke College of Seller's terms and conditions to the extent this order is in any way deemed to be an acceptance of a quotation or other offer by Seller. Any such acceptance is expressly conditional upon the consent of the seller to terms and conditions of this order.
5. **ASSIGNMENT:** Seller shall not assign, subcontract, or sublet the order, or any part of it, without the prior written consent of Mount Holyoke College. Such consent shall not relive Seller of any obligations under this order.
6. **PATENT, TRADEMARK, AND COPYRIGHT INFRINGEMENT:** Seller agrees to defend, at its expense, all claims, demands and actions which may be asserted against Mount Holyoke College, its successors, assigns and customers (whether direct or indirect) for all alleged patent, trademark and copyright infringement resulting from the use or resale of goods covered by the PO, and to indemnify and hold Mount Holyoke College harmless against all costs, expenses, legal fees, and judgments related to such claims, demands and actions.
7. **DELIVERIES:** Time is of the essence in this contract. Failure to deliver within the time specified shall entitle Mount Holyoke College, in addition to any other rights or remedies, to cancel this order and purchase the goods elsewhere, in which event the Seller shall be responsible for any increase in cost. Payment or acceptance of any items after delivery date shall not constitute a waiver of the Mount Holyoke College's right to cancel this order with respect to subsequent deliveries. Mount Holyoke College reserves the right to reasonable testing and inspection prior to payment or acceptance. Failure of Mount Holyoke College to inspect and accept or reject goods, materials or articles shall not relieve Seller from liability for tender or delivery of nonconforming goods nor constitute a waiver of any of Mount Holyoke College's rights or remedies for breach of contract. Mount Holyoke College reserves the right to reject any of all items not in conformity with the specifications noted within this purchase order, in any respect, whether material or not.
8. **WARRANTY:** In addition to its standard warranty, Seller warrants that all goods supplied:
  - (a) Shall be free and clear of all liens and encumbrances, good and merchantable title thereto being in the Seller.
  - (b) Upon receipt by Seller of payment, good and merchantable title shall be vested by Mount Holyoke College.
  - (c) Shall be free from any defects in design, material or workmanship and of good and merchantable quality.
  - (d) Shall conform to Mount Holyoke College's specifications or the approved sample as the case may be, or be fit for the know purposes for which purchased; and that Seller will not substitute anything without Mount Holyoke College's written consent.
  - (e) These warranties shall survive inspection, delivery, and payment.
  - (f) If the product does not conform to these or OSHA standards, the Buyer may return the product for correction or replacement at the Seller's option and at Seller's expense. Services performed by the Seller that do not conform to these or OSHA standards must be corrected by Seller at Seller's expense or by the Buyer at the Seller's expense if Seller fails to make the appropriate correction within a reasonable period of time.
9. **CHANGE ORDERS:** No changes in this PO, its terms or conditions or attachments are allowed, without Mount Holyoke College's prior written approval.
10. **CANCELLATION:** Mount Holyoke College shall have the right to cancel this order without cause, and its liability for such cancellation shall be limited to Seller's actual cost for work and materials applicable solely to this order which has been expended when Seller receives notice of cancellation. Mount Holyoke College may, at its option, cancel this order without liability to Seller (except for conforming shipments Mount Holyoke College previously accepted) in the event Seller ceases to exist, becomes insolvent, the subject of bankruptcy or insolvency proceedings or shall commit a material breach in the performance of any obligation hereunder.
11. **COMPLIANCE WITH LAWS:** Seller shall comply with all federal, state, and local laws, ordinances, rules, and regulations in the manufacture and sale of the goods and performance of the services, including but not limited to the Occupational Safety and Health Act, the Truth in Negotiation Act, the Resources Conservation and Recovery Act and all applicable requirements of the Fair Labor Standards Act. Seller will defend and hold Mount Holyoke College harmless from any loss, damages, or cost arising from or caused in any way by Seller's actual or alleged violation of any federal, state, or local law, ordinance, rule or regulation if this Purchase Order indicates it is placed under a United States Government Contract or Grant, this order is subject to all applicable FAR or DFARS regulations hereby incorporated by reference with the same effect as if they were fully set forth.
12. **MSDS:** Seller shall provide to Mount Holyoke College, or at or before the time of initial shipment, a completed Material Safety Data Sheet (OSHA Form 20 or equivalent for any chemical substances sold hereunder as required by any and all applicable federal, state or local law, ordinance, rule or regulation. Such sheet shall contain all information necessary to comply with the Federal Hazard Communication Standard (29 CFR 1910.1200) and all applicable state regulations. Contractors must comply with the OSHA Hazard Communication Standard, and complete the Contractor Agreement before beginning work.
13. **INDEMNIFICATION AGAINST CLAIMS:** Seller agrees to protect, defend, indemnify and hold The Trustees of Mount Holyoke College, its officers, employees, agents and assigns harmless from all claims, losses, damages, and expenses, which may be asserted against or be incurred by Mount Holyoke College whether direct or indirect, foreseeable or unforeseeable, including, but not limited to, those resulting from injuries to any person or damage to any property, caused in any manner by any act or failure to act of Seller in connection with the furnishing of the goods covered by this PO, or because of any imperfection or defect in said goods, or based upon any claim of product liability of strict liability in tort, or because of the failure of such goods to be in accordance with the description of such goods as may appear in any catalog, analytical information report or other technical bulletin as is furnished or utilized by Mount Holyoke College, or because of the failure of such goods to be produced in compliance with the requirements of this PO.
14. **INSURANCE:** Unless otherwise directed in writing, in the event Seller is to perform labor on Mount Holyoke College Campus, Seller shall first take out and maintain the following minimum insurance at its expense for the duration of this Contract;
 

(a) Worker's Compensation	Statutory	
(b) Employer's Liability	\$500,000 each occurrence	
(c) Comprehensive General Liability	Combined Single Limit (CSL) occurrence	\$1,000,000
	Bodily Injury/Property Damage	Products/Completed Ops occ/agg
	Personal & Adv. Injury	\$1,000,000
(d) Auto Liability Combined Single Limit	(including hired and non-owned autos)	\$500,000

The general liability insurance specified in section (c) above shall include coverage for the seller's contractual liability under INDEMNITY with limits not less than that set forth above. Every contract of insurance providing the coverage required herein shall contain the following clause: "No reduction cancellation or expiration of this policy shall become effective until ten (10) days after written notice is actually received by Mount Holyoke College." Seller shall not perform any work on Mount Holyoke College Campus until all required insurance has been obtained and original certificates confirming coverage and which show Mount Holyoke College as an additional insured under the policies have been furnished to the Mount Holyoke College Purchasing Department. In addition the description of operations, the certificate must specify: "The Trustees of Mount Holyoke college, and any present or former trustee, administrator employee, volunteer worker or agent is added as additional insured to the captioned policies as their interest may appear.
15. **DISPUTES:** Any dispute arising under this order not disposed of by agreement shall be decided by a court of competent jurisdiction in the Commonwealth of Massachusetts. Pending settlement on final decision of any dispute Seller shall proceed diligently with the performance of this order in accordance with Mount Holyoke College's direction.
16. **COMPLETE AGREEMENT:** This order, and any supplemental sheets and riders annexed hereto by Mount Holyoke College contains the complete and entire agreement between the parties and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such matter. In the event of a conflict between the terms and conditions of this purchase order, as preprinted herein on this form, any differing terms and conditions entered by Mount Holyoke College upon the face of this order or within any attachment, the latter shall prevail.
17. **CONFIDENTIAL INFORMATION AND ADVERTISING:** Without the prior consent of Mount Holyoke College, Seller shall neither disclose to any person outside of its employ, nor use for purposes other than performance of its obligations under this contract, any information pertaining to Mount Holyoke College, Seller shall not in any manner whatsoever disclose, advertise, or publish the fact that Seller has furnished or contracted to furnish to Mount Holyoke College the material and/or services ordered hereunder. This prohibition includes, but is not limited to, the publication of Mount Holyoke College's name on a customer list and/or the verbal act of naming Mount Holyoke College as one of your customers.

**BY FURNISHING THE GOODS AND/OR SERVICES AS SET FORTH ON THE FACE OF THIS PURCHASE ORDER OR OTHER SUPPLEMENTAL SHEETS OR RIDERS, THE SELLER AGREES TO THESE TERMS AND CONDITIONS.**