



Send Invoice to:
Zane State College Business Office
1555 Newark Road, Zanesville, Ohio 43701
Or Email: purchasing@zanestate.edu

Invoice must include Purchase Order Number

PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller's acknowledgement or commencement of work shall constitute acceptance of this order, which acceptance is expressly limited to the terms hereof. No revision or additions shall be valid unless issued or accepted in writing by Purchaser.
2. **PACKING:** Goods are to be shipped to the college's designated destination as F.O.B. Destination. No charge will be allowed for packing, or cartage, unless agreed upon at the time of purchase. Damage to any material will be charged to Seller. All packages must be clearly marked with the Shipper's name, package contents and **College Purchase Order Number**.
3. **CHANGES:** No substitutions, alterations, additions or deletions are authorized to this order without the written consent of Zane State College. The Buyer reserves the right to return goods at the Seller's expense, if the order is billed at a higher price than specified or the goods are non-conforming, unless prior written approval for the modification has been obtained. No extra work, additions, or alterations will be paid for by the College unless written approval is received.
4. **WARRANTY:** Seller expressly warrants that all work, including articles, materials and designs, supplied by Seller, will conform to the specifications, drawings, samples or other descriptions set forth in the order or furnished by Purchaser, and will be of good material and workmanship and free from defect. Any work which is found to be defective either before or after acceptance may be rejected and returned to Seller at Seller's risk and expense for repair or replacement, or if Seller cannot make the repair or replacement in the time required by Purchaser for credit at Purchaser's option. If Purchaser finds it impractical to return defective work for repair or replacement within a reasonable time, it may perform necessary repairs at its own plant and charge the reasonable cost thereof to Seller. Any payments made on any rejected work shall be immediately refunded to Purchaser.
5. **PERFORMANCE OF WORK:** If this order calls for work to be performed by Seller all work performed and all materials used in connection therewith shall be at the risk and expense of and shall be replaced by Seller in the event of any damage or destruction thereof prior to delivery to and acceptance by Buyer. If this order calls for work to be performed by Seller upon any premises owned or controlled by Zane State College, Seller will keep the premises and the work free and clear of mechanics liens and will furnish Buyer with certificate and waiver as provided by law. Whenever any property belonging to Buyer is in the possession of Seller or Seller's suppliers, Seller shall be deemed an insurer thereof and showing that Seller is complying with the Workmen's Compensation law of such state. Seller will also indemnify, save harmless and defend Buyer from all loss and expense for any damage to property or injury to or death of persons caused by Seller in the performance of this order.
6. **DELIVERY:** In the event of Seller's failure to deliver as and when specified, Buyer reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and Seller agrees that the Buyer may return part, or all, of any shipment so made and may charge Seller with any loss, or expenses, sustained as a result of such failure to deliver.
7. **PATENTS:** Seller warrants that the goods furnished hereunder, and the use thereof, do not infringe any patent, trademark or copyright, that Seller will, at its own expense, defend any suit that may arise in respect thereto, provided Seller is notified thereof, and that Seller will indemnify and hold harmless the Purchaser from all loss and expense incurred on account of any such alleged, or actual infringement.
8. **COMPLIANCE WITH LAWS:** Seller shall, in the performance of work or services under this order, fully comply with all applicable Federal, State or Local Laws, Rules, Regulations, or Ordinances and shall hold Buyer harmless from any liability resulting from failure of such compliance.
9. **NONDISCRIMINATION:** Seller shall not discriminate or intimidate on account of race, creed, color, sex or age. Provisions regarding forfeitures to be applied regarding such violation, as contained in sections 153.59 and 153.60 of the revised code of Ohio shall apply to this order.
10. **ENTIRETY:** The terms and conditions set forth or referred to in this order constitute the entire agreement between the parties hereto and no modification hereof shall be binding unless mutually agreed to in writing. The receipt by Buyer of any quotation form, sales confirmation or other proposal shall not, in the absence of a written acknowledgement by Buyer expressly agreeing to same have the effect of changing in any manner or adding to the terms and conditions hereof.
11. **O.R.C. 9.24:** Seller warrants that it is not subject to an unresolved Finding for recovery under O.R.C. 9.24. If the warranty is false, this contract is void and the Seller must immediately repay any funds paid under this agreement.
12. **Invoices:** Must contain the purchase order number and may be mailed to Accounts Payable, Zane State College, 1555 Newark Rd, Zanesville Ohio 43701. Electronic invoices may be sent to purchasing@zanestate.edu.
13. **Payment Terms:** Payment terms for all College Purchase Orders are Net 30 days.

EQUAL EMPLOYMENT OPPORTUNITY: The Supplier in bidding and/or filing a purchase order agrees not to discriminate against any employee or applicant for employment, with respect to higher tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, religion, age, disability, national origin, or ancestry. The Supplier further agrees that every subcontract or order given for the supplying of this order will contain a provision requiring non-discrimination in employment, as herein specified. The covenant is required pursuant to Executive Order 11246, Executive Code of Ohio and policy of Zane State College and any breach thereof may be regarded as a material breach of the contract or purchase order.