

## BATON ROUGE COMMUNITY COLLEGE TERMS AND CONDITIONS OF PURCHASE

**LOUISIANA CONTRACT:** It is agreed by the parties hereto that this order, and the acceptance thereof, shall be deemed a contract and governed by the laws, revised statutes, rules, regulations and executive orders of the State of Louisiana.

For good cause and as consideration for executing this contract, the contractor whose name appears as the 'Vendor' on the Baton Rouge Community College (BRCC) purchase order hereby conveys, sells, assigns and transfers to Baton Rouge Community College, State of Louisiana, all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana pursuant to Baton Rouge Community College hereinafter referred to as 'College' or 'BRCC'.

**ORDERS:** The College will in no way be responsible for goods delivered or work done without an official Purchase Order or Contract.

By accepting a Purchase Order, non-resident firms certify they have paid all taxes duly assessed by the State of Louisiana and its political subdivision, include franchise taxes, privilege taxes, sales taxes, and all other taxes for which they are liable, to the state and its political subdivisions. Baton Rouge Community College is a tax exempt state entity.

**PATENTS:** By accepting this order, vendor hereby guarantees and agrees that the merchandise or service to be furnished hereunder will not infringe upon any valid patent or trademark and that the vendor will, at its own expense, defend any and all actions or suits charging such infringement and will hold the College harmless in case of any such infringement.

**TRANSPORTATION:** All charges must be prepaid and material must be delivered to "Ship To" address listed on the purchase order or contract unless otherwise noted on the purchase order or contract. Merchandise must be accompanied by delivery ship/receipt or shipping list showing items shipped or delivered and the purchase order number. When merchandise is sold F.O.B. point of origin, prepay shipping cost and include on invoice. Also, attached Lading or express receipt verifying shipping cost.

**DELIVERY:** Advise if delivery as stated on face of order cannot be accomplished and state best possible delivery which, unless vendor is otherwise notified, will be accepted by BRCC. The right is reserved to cancel this order if not filled within time specified herein.

**INSPECTION:** By accepting this order, vendor hereby warranty that the merchandise to be furnished hereunder will be in full conformity with specifications, drawings or sample associated with this order. Vendor agrees that this warranty shall survive acceptance of the merchandise and that vendor will bear the cost of inspecting rejected merchandise.

**REJECTED GOODS:** All rejected goods will be held at vendor's risk and expense, subject to vendor's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and all handling costs will be charged back to vendor.