

**CENTRAL CAROLINA COMMUNITY COLLEGE
GENERAL PURCHASING TERMS AND CONDITIONS**

1. **SITUS:** The place of this contract, its situs and forum, will be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement will be determined. **GOVERNING LAWS:** This contract is made under and will be governed and construed in accordance with the laws of the State of North Carolina.
2. **UNIFORM COMMERCIAL CODE:** This order is placed subject to all rules of the Uniform Commercial Code and subject to shipment at prices, amounts and transportation rates not in excess of those indicated on the face of this order. Materials received in excess of quantities specified may be, at our option, returned at shipper's expense.
3. **PURCHASING OFFICE:** If you have any questions concerning this order, please fax the Central Carolina Community College Purchasing Office at (919) 718-7460 or phone (919) 718-7216 between 8:00 a.m. and 5:00 p.m. EST, Monday through Thursday, and 8:00 a.m. and 3:30 p.m., EST, on Friday, except holidays. **If supply items cannot be shipped within 60 days from date of order**, notification of such is to be communicated to the Central Carolina Community College Purchasing Office, which, at its discretion, may cancel these items.
4. **RECEIVING:** The Central Carolina Community College Shipping and Receiving/Maintenance Department receives deliveries during the hours of 8:00 a.m. to 3:30 p.m., EST, Monday through Friday, except holidays.
5. **SHIPMENT:** Each shipment must be shipped to the SHIP TO address indicated on the face of this order. Each shipment must also be marked to the attention of the person or department indicated on the face of this order, labeled plainly with **our purchase order number** AND show gross, tare and net weight. **A complete packing list must accompany each shipment.** In cases where materials are shipped against this order by parties other than you, shippers must be instructed to show **our purchase order number** on all packages and shipping manifests, to insure prompt identification and payment of invoices. Additionally, they must also be advised to follow the RECEIVING days and times outlined in item #4 above.
6. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any items offered or shipped have not been sold or otherwise used for any purpose and will be in first class condition. All containers/packaging will be suitable for handling, storage AND shipment. The Seller warrants the goods to be of good title, free from defects, conform to particular specifications, and suitable for the purpose intended. Defective materials received will be returned at shipper's expense.
7. **TAXES:** Any applicable taxes, sales or other, will be shown as a separate item on the vendor invoice.
8. **INVOICES:** Invoices will be submitted in duplicate, showing purchase order number, terms of payment and routing. Invoices must be mailed to us on the date of shipment and should be accompanied by (a) an original bill of lading when shipment is made by freight or express or (b) signed delivery receipt when delivery is made by passenger car or truck. Invoices and shipping papers should be sent to: **CENTRAL CAROLINA COMMUNITY COLLEGE, ACCOUNTS PAYABLE, 1105 KELLY DRIVE, SANFORD, NC 27330**
9. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
10. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed, which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it will be the responsibility of the contractor to notify, in writing, the issuing Purchase Office at once, indicating the specific regulation which required such alterations. Central Carolina Community College reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
11. **PATENT:** The contractor will hold and save Central Carolina Community College, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the Government.
12. **REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
13. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural or LP gas source, shall be constructed and approved in a manner acceptable to the appropriate State of North Carolina inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization: such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or the National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals or listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and North Carolina State and Federal requirements relating to clean air and water pollution.