

Acceptance of Le Moyne College's ("the College") offer to purchase by Seller ("you") whether by acknowledgement or by filling this order, in whole or in part, is expressly limited to the terms, conditions, and instructions contained in this purchase order. No deletion, addition, or amendment of terms and conditions of this purchase order whether contained in your acknowledgement, invoice, packing list or delivery slip is binding without the College's express written approval. This contract is non-assignable by you without the prior written consent of the College.

1. **ACKNOWLEDGEMENT.** If you acknowledge this order, mail all notices to the Ship to Address on the front of the order.
2. **ADVERTISING.** It is unlawful to use for advertising purposes or for purposes of trade, the name, logo, or symbol of the College without the College's prior written approval.
3. **CHARGES.** The College will not pay charges for boxing, freight, or transportation, unless stated in this order.
4. **Federal excise tax exemption.** The College is an institution exempt from payment of Retailer's and Manufacturer's Federal Excise Tax by the #16-74-0303F.
5. **GOVERNING LAW.** All matters concerning the validity and interpretation of the College's offer and your acceptance shall be governed by the laws of the State of New York. Jurisdiction of any litigation shall be in New York State in an appropriate court in Onondaga County.
6. **INDEMNIFICATION.** You shall hold harmless, indemnify and defend with competent counsel the College from and against all liabilities, losses, damages, costs, expenses, causes of action, suits, judgements and claims by or on behalf of any person, corporation, entity or governmental body arising from
 - a. injury to any person or property or anyone resulting from your actual or alleged liability in tort (strict or otherwise), breach of warranty infringement, negligent or intentional acts or omissions regarding the material, goods or services delivered by you under this purchase order or by reason of your use of the College's premises.
 - b. any alleged or actual violation of any law, statute, administrative order, rule, or regulation in the manufacture, sale, packaging or labeling of the goods covered by this order, or
 - c. any alleged or actual infringement of any patent, trade name, trademark or copyright in connection with the purchase or use of the goods or services covered by this order.
7. **INDEPENDENT CONTRACTOR.** You shall be an independent contractor and shall have no other relationship to the College.
8. **INSURANCE.** Before you perform any work on the College's premises, certificates of insurance must be issued indicating that the insurance will not be changed or canceled until 30 days prior written notice has been given to the College and sent to the College Purchasing Department for the following coverages:
 - a. New York statutory Worker's compensation.
The following coverages are to include Le Moyne College as additional insured with the insurer's written consent that your insurance is primary.
 - b. Comprehensive General Liability (including contractual, products and completed operations), bodily injury and property damage, combined single limit \$1,000,000 each occurrence.
 - c. Automobile Liability, bodily injury and property damage, combined single limit \$750,000 each occurrence.
9. **INVOICES.** Send all invoices to "Bill" to address shown on front of order. Send all bills of lading and express receipts to "Ship to" address. Invoice (1 copy) for each order and do not invoice prior to making shipment. Invoices which do not bear the College purchase order number cannot receive consideration for payment. Discounted invoices will be paid in accordance with terms stated in this order. The discount period will commence with the receipt of goods or the receipt of the invoice, whichever is later.
10. **NEW YORK STATE SALES TAX EXEMPTION.** The College is an institution exempt from payment of all sales tax, whether state or local, imposed under Articles 28 and 29 of the New York Tax Law. Copies of the exemption certificate will be furnished if requested. The exemption certificate number is EX-113484.
11. **PACKAGING.** The College's purchase order number must appear on the outside of each package and on all packing slips, invoices, and related papers. A packing slip must be included with each shipment.
12. **INSPECTION AND REJECTION.** All goods are subject to inspection by the College prior to final acceptance. In addition to all remedies permitted by law, the College reserves the right at any time before or after inspection to reject and return to you for full credit and at your expense, all over shipments and all goods that do not conform to the College's specifications or requirements or are defective in material or workmanship.
13. **STATUTORY COMPLIANCE.** The College complies with Executive Order 11246 (September 25, 1965) as amended by Executive Order 11375 regarding Equal Employment Opportunity including Subpart B - Contractor's Agreements. By acceptance of this purchase order, you warrant and represent that you also are in compliance with Executive Order 11246. In addition, you warrant and represent you have complied with the requirements of the Fair Labor Standards Act of 1938, as amended, the applicable rules and regulations of the Secretary of Labor, and all other applicable federal, state and municipal laws relevant to the production, sale and delivery of goods under this purchase order.
14. **TIMELINESS.** The College may, at its option, and without limiting its other rights, cancel all or any unfilled part of this order if deliveries are not made within the time specified. The College reserves the right to charge you for any loss or expense incurred as the result of your failure to make timely delivery.
15. **TOXIC SUBSTANCES.** If the goods shipped to the College under this purchase order include a toxic substance, you must send information required by New York State Labor Law to the College Purchasing Department, Springfield Road, Syracuse, NY 13214.
16. **WAREHOUSING.** If you warehouse materials or goods which have been ordered under this purchase order, regardless of warehousing location or whether title has passed to the College, you are responsible for any injury, loss, damage or destruction to the material or goods, until delivered to the College, and you must maintain adequate insurance coverage for the materials or goods and submit a certificate of insurance to the College Purchasing Department, Springfield Road, Syracuse, NY 13214, which provides for the College to receive 30 days' notice on cancellation
17. **WARRANTIES.** You warrant that all material, work, or goods supplied under this order will conform to specifications, drawings, samples, or other descriptions furnished by the College and shall be merchantable and fit for the purpose intended, of good quality and workmanship and free from defect. All material, work, or goods shall be subject to rejection if use reveals defects not apparent upon receipt; and if rejected, will be held at your risk and expense for stage and other charges until receipt of notification regarding disposal or return. Neither receipt of goods nor payment shall constitute a waiver of this provision.
18. **CANCELLATION.** The College may cancel this order without liability in the event you cease to conduct business operations, become insolvent or if a proceeding under bankruptcy or reorganization statute is brought by or against you.