COASTAL CAROLINA UNIVERSITY

STANDARD TERMS AND CONDITIONS

BY ACCEPTANCE OF THE ACCOMPANYING PURCHASE ORDER, SELLER AGREES WITH BUYER AS FOLLOWS:

1. Buyer will not be responsible for goods or services supplied without an official written pre-numbered order.
2. Subject to conditions beyond the control of the seller, delivery of completion must actually be affected within the time stated on the purchase order. If, for any reasons whatsoever, including conditions beyond the control of seller, completion is not timely, the buyer reserves the right to obtain the goods or services elsewhere and to charge seller with any loss incurred as a result thereof or, as its option, to cancel the order.
3. Whenever the seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, seller shall so inform buyer.
4. Any materials shipped in excess of the quantity specified in the order may at buyer’s option, be returned to the seller at seller’s expense. Buyer will not be obligated to pay for services or labor provided in excess of that specified in the order.
5. In addition to any warranties expressed or implied provided by applicable law, the seller hereby represents and warrants that the goods delivered or services performed on this order will be in accordance with the buyer’s specifications, drawings, or samples, if such were submitted, and if any goods or workmanship proves defective within one year from delivery or completion, or is not in accordance with specifications, drawings or samples, buyer may cancel this order and return this order or correct the defective goods or work at seller’s expense. The foregoing representations and warranties shall survive acceptance of the goods or services.
6. This purchase order is not assignable by the seller without the prior written consent of the buyer.
7. This order shall be governed in all respects by the laws of the State of South Carolina. This order shall not be modified except by written agreement of the buyer and seller. Jurisdiction and venue shall reside in the State of South Carolina.
8. If any other work is specified by this order to be performed at the buyer’s premises, the seller may be required, prior to commencement of work, to furnish the buyer with certificates of insurance showing that it has currently in force insurance written for not less than the following limits of liability or as required by South Carolina law, whichever is greater:

**COMMERCIAL GENERAL LIABILITY:**
- General Aggregate (per project) $1,000,000
- Products/Completed Operations $1,000,000
- Personal and Advertising Injury $1,000,000
- Worker’s Compensation: Combined Single Limit $1,000,000 OR Bodily Injury & Property Damage (each) $750,000

**BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):**
- Combined Single Limit $1,000,000 OR Bodily Injury & Property Damage (each) $750,000

**WORKER’S COMPENSATION:**
- State Statutory Employers Liability $100,000 Per Acc. $500,000 Disease, Policy Limit; $100,000 Disease, Each Employee.
- The buyer reserves the right to request additional limits based on the scope of the purchase.

If required, the seller shall provide to the buyer a signed, original certificate of liability insurance (ACORD 25) which identifies the types of insurance and states the limits of liability for each type of coverage. The certificate shall include a provision for thirty (30) days notice prior to cancellation and shall name the buyer as an additional insured, with language shown in the Description of Operations section as follows:

"Coastal Carolina University, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students, is added to this policy as additional insured."

The certificate must be received directly from either the seller’s insurance agent or the insurance company. The buyer’s failure to demand a certificate of insurance required by this section is not a waiver of the seller’s obligation to obtain the required insurance.

9. All transportation, insurance, crating and /or packing charges are to be entered as separate items on seller’s invoice, unless goods are sold F.O.B. destination or such charges are included in seller’s price.
10. Whenever seller acts as buyer’s agent in importing goods from other countries, the seller agrees to show on its invoices the amount of any customs or import duties paid to the United States government, as a separate item.
11. Notwithstanding any other provisions of this Agreement, the parties hereto agree that the charges hereunder are payable by Coastal Carolina University for appropriations, grants, and monies received by the Buyer from the State Legislature and other government entities. In the event such appropriations, grants and monies are determined in the sole discretion of Coastal Carolina University to no longer exist or to be insufficient with respect to charges payable hereunder, during or at the end of any fiscal year, agreement shall terminate without further obligation of the Seller. In such event, Coastal Carolina University shall certify to the Seller the occurrence thereof.
12. The seller, by acceptance of this order, will be deemed to represent and sell has compiled, or will comply, with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations there under. If this order is for the account of the U.S government or if the face of the original copy of this order so indicates, it is subject to the Additional Terms and Conditions enclosed herewith.
13. Coastal Carolina University is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, handicapped or veteran status. The successful vendor will comply with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees and applicants for employment without discrimination by reason of race, color, religion, sex, national origin, age, handicapped or veteran status.
14. When Federal Funds are used for this procurement, this contract is subject to all applicable Federal Acquisition Regulations (April 1984 or as amended).

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