

1. **ACCEPTANCE:** Seller's acknowledgment or commencement of work shall constitute acceptance of this order, which acceptance is expressly limited to the terms hereof. No revisions or additions shall be valid unless issued or accepted in writing by Purchaser.
2. **PACKING:** No charge will be allowed for packing, boxing or cartage, unless agreed upon at the time of purchase, but damage to any material not packed to insure proper protection will be charged to Seller. Each package must contain a memorandum showing Shipper's name, contents of package and purchase order number of Purchaser.
3. **CHANGES:** Purchaser may at any time, by written order, request changes in or additions to the drawings and specifications, issue additional instructions, require additional work or direct the omission of work covered by this order, and Seller shall proceed with the work as so changed. However, such changes shall proceed with the work as so changed. However, such changes shall be within the general scope of the order. If any changes cause a material increase or decrease in the amount or character of the work required under this order or in the time required for its performance, an equitable adjustment in the price and time for performance shall be made and the order modified in writing accordingly. Any claim for adjustment under this paragraph must be asserted within thirty days from the date the change is ordered or within such further time prior to the date of final settlement as may be agreed to in writing by the parties.
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 Marion Technical College Seller will keep the premises and the work free and clear of all mechanical items 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 shall be responsible for its safe return to Buyer. Seller will indemnify, hold harmless and defend Buyer from any and all claims, demands or suits made or brought under the Workmen's Compensation Law of the state in which work is performed hereunder and will, if requested furnish to Buyer a Certificate 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:** Should Seller fail to deliver material within the time specified. Purchaser may terminate this order in whole or in part and may buy elsewhere and charge Seller any additional expense incurred thereby. Purchaser expressly retains all its rights and remedies provided by law in the case of such default, and no action on the part of Purchaser shall constitute a waiver of any right or remedy. Seller shall not be liable by reason of any failure to deliver or delay in delivery due to any cause beyond Seller's reasonable control and without the fault or negligence of Seller. Purchaser, in the case of material and/or equipment to be furnished by Purchaser to Seller, shall not be liable by reason of any failure to deliver or delay in delivery due to any causes beyond Purchaser's reasonable control and without fault or negligence of Purchaser.
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 LAW:** 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. **PERMITS, CERTIFICATES, ETC.:** Seller shall obtain all permits, certificates of inspection, etc. relating to his work and shall pay all charges connected therewith.
10. **EQUAL EMPLOYMENT OPPORTUNITY:** The supplier in bidding and/or fixing 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 age, race, religion, color, sex, disability, marital status, ancestry, national origin, or sexual orientation. The supplier further agrees that every sub-contract or order given for the supplying of this order will contain a provision requiring non-discrimination in employment, as herein specified. This covenant is required pursuant to Executive Orders 11246 & 11375. Executive Code of Ohio and any breach thereof may be regarded as material breach of the contract or purchase order.
11. **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 acknowledgment by Buyer expressly agreeing to same, have the effect of changing in any manner or adding to the terms and conditions hereof.