



Trinity College Terms and Conditions - For Vendors

Trinity College will not be responsible for any merchandise ordered without an approved purchase order signed by the Director of Purchasing.

1. **PARTIES:** The term "seller" as used herein shall be defined as the addressee of this order, the term "College" shall be defined as Trinity College, 300 Summit Street, Hartford, CT 06106-3100, a Connecticut Corporation.
2. **ACCEPTANCE AND LIMITATIONS:** Shipment, in whole or in part of goods and services shall constitute acceptance of this order and all terms and conditions herein stated. The terms and conditions of this purchase order shall not in any way be changed, limited, controlled or restricted by any oral statement or the provisions of the Seller's forms, letters or papers which are inconsistent herewith, unless specifically authorized in writing by the College.
3. **PACKING SLIP:** College's purchase order number must appear on the outside of each package, and on all packing slips, invoices and allied papers. A packing slip must be included with each shipment.
4. **FREIGHT CHARGES:** All shipments on which freight charges are due must be FOB DESINATION / PREPAID or PREPAY and ADD. Collect shipments or FOB SHIPPING POINT is not be acceptable.
5. **CANCELLATION:** Time is of the essence and the College may at its option, and without limitation of any of its other rights, cancel all or any part of this order if deliveries are not made within time specified. The College furthermore reserves the right to charge the seller with any loss or expenses sustained as a result of such failure to deliver.
6. **QUANTITY:** Material shipped in excess of the College's stated requirements may be returned at the Seller's expense. Special printing items where applicable are industry standard plus or minus 10% quantities approved in advance.

7. **WARRANTIES:** The Seller warrants that all material, work or merchandise supplied per this order shall conform to specifications, drawings, samples or other descriptions furnished or adopted by the College, and shall be fit and serviceable for the purpose intended, and quality and workmanship shall be free from defect. All such material, work or merchandise shall be subject to the College's inspection before acceptance, and also later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Seller's risk and expense for storage and other charges. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.
8. **ADVERTISING:** Seller agrees not to make reference to the College in any advertising material of any kind, without the express written permission of the College.
9. **COMPLIANCE WITH THE LAW:** Trinity College subscribes to the concept of Equal Opportunity and Affirmative Action.
 - We judge individuals on job-related factors, without regard to race, color, religion, sex, age, national origin or handicap. We believe this is the most positive way to attract and retain good members of our College community. Fulfilling this belief in nondiscrimination is a real and vital part of our community - a commitment shared by all Trinity College.
 - We have continually subscribed to the letter and the spirit of Equal Opportunity and Affirmative Action. It is more than just a matter of legal compliance; it is our philosophy.
 - It is our objective to make sure that all members have an opportunity to progress within our community. Our Affirmative Action Programs are an important tool in meeting this objective. As part of our continuing efforts to upgrade our employment practices for minorities, women, disabled, and veterans, we monitor their utilization and periodically reaffirm our commitment to Affirmative Action and Equal Opportunity.
10. **DISCOUNT PERIOD:** In the case of any cash discounts which may be applicable, the discount period will commence with the receipt of material or the receipt of invoice, whichever is later.
11. **TAX EXEMPTION CERTIFICATE:** Items on the face of this order are tax exempt from the Connecticut Sales and Use Tax under Sec. 12-412(4) General Statutes, revisions of 1958 as amended, covering purchases of materials, tools and fuel, or are resale as an integral part of a finished product, or are consumed directly in the process of manufacturing or producing such finished product for sale. In the event such purchases

are used for any other purpose than as above specified, the College accepts responsibility to report and pay the tax. The College's CONNECTICUT STATE TAX EXEMPT Number is E00951.

12. **INSURANCE:** Before any work may be performed on the College's premises, evidence of the following insurance coverage in force must be in the possession of the Director of Construction, Design and Capital Projects or the Director of Facilities, Trinity College, 300 Summit Street, Hartford, CT 06106-3100. Trinity College will be named as an "additional insured" on the vendor's insurance applying to contracted work and services.

1. Comprehensive Liability: (Including Products and Completed Operations) Bodily Injury and Property Damage: \$1,000,000(one million) Each Occurrence
2. Automobile Liability: Bodily Injury & Property Damage: 1,000,000 (one million) Single Limit
3. Workmen's Compensation: Connecticut Statutory Coverage
4. Umbrella Liability Coverage as Applicable: \$3,000,000 (three million)

Note: Cancellation - Should any of the above described policies be canceled before the expiration date thereof, the issuing company should mail 30 days written notice to the certificate holder named - the College.

RECYCLABLE: It is the responsibility of the supplier to unpack and remove all packing material, i.e. styrofoam, plastic, and corrugated cardboard, from the College premises, where applicable.

HAZARDOUS PRODUCTS: It is the responsibility of the supplier to furnish the College all pertinent literature upon request.

PAYMENT TERMS: Discount terms are acceptable. The College may pay by check, ACH, EFT, or CC.