**REQUEST FOR QUOTATION (This is NOT an order)**

**REQUEST PROCEDURES**

* Return original copy with prices.
* Retain copy for your files.
* Please follow specifications exactly.
* If you are proposing a substitution, please include a full description.
* We reserve the right to accept or reject all or part of your offer.
* Return Quotation to:

Tom Schaubroeck

Purchasing Department

639-38th Street

Rock Island, IL. 61201

Phone 309-794-7616

Fax 309-794-7708

**Date:** August 14, 2019

**Terms:** Net 30

**Early Pay Discount: 2%10 days**

**Delivery:** F.O.B.

**Quote Due Date**:

**Requesting Department:**

PURCHASING – C/O NAME

 Contact Person: NAME

Telephone: 309-794-

 E-mail: NAME@Augustana.edu

## PLEASE QUOTE YOUR BEST PRICE ON FOLLOWING

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| **Service Description** | **Ext. Price** |
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TERMS AND CONDITIONS

The following terms and conditions apply to all purchases for goods or services to Augustana College (“College”).

1. These Terms and Conditions, shall constitute the entire agreement between the parties. No other terms or conditions shall be applicable, whether contained in Seller’s inquiries, sales orders, other forms or letters, unless in writing signed by an appropriate representative of the College. Commencement of performance pursuant to this Purchase Order constitutes acceptance by Seller.
2. Seller warrants all goods or services ordered to be in full compliance with all applicable federal, state and local laws, rules and regulations. Seller warrants that the merchandise ordered will be merchantable and fit for the purpose intended. Seller warrants that all merchandise ordered shall be free of hazardous conditions and defects and conforms to all specifications as approved by the College. Seller also warrants that good title to all merchandise will be conveyed to the College free of all liens and encumbrances. All warranties, whether made herein or otherwise, shall survive the delivery of the merchandise covered by this order.
3. Seller agrees to defend and hold harmless Augustana College, its officers and employees from and against any and all liability, damages, cost expense (including attorney fees and court costs), fines, penalties, claims, demands or actions arising out of the failure of any item of merchandise to comply with applicable laws, rules and regulations or the presence of any defect in or hazard associated with any item of merchandise furnished pursuant to this order.
4. Payment terms shall be governed by the terms of the Purchase Order as determined by the College. However, Seller understands and agrees that the College may cancel this order, in whole or in part, and may reject or return any shipment at Seller’s expense if any of the merchandise covered by this order does not comply with the quantity, specifications and descriptions or terms or conditions incorporated herein.
5. All product received by the College shall be received subject to the College’s right of inspection and rejection. Any payment made by the College shall not constitute acceptance of such product. Any refund, costs, charges or other amounts due the College from Seller may be offset by the College against payment due Seller under this order or any other order.
6. No failure of the College to insist upon strict performance by the Seller and no waiver by the College of any breach or non-compliance by the Seller with any applicable condition or provision shall be deemed to be a waiver of similar or dissimilar conditions or provisions at the same or any prior or subsequent time. Seller’s failure to comply with any of the terms and conditions herein or any other term, condition, procedure or instruction from the College shall not affect any discounts to which the College would have been entitled had such failure not occurred.
7. Risk of loss or damage to goods prior to the time of their receipt and acceptance by the College is the Seller’s liability. Unless otherwise agreed, all shipping charges shall be prepaid by Seller and no C.O.D. shipments will be accepted.
8. Shipments shall be marked, Purchase Order numbers shown and invoices rendered as directed by the Purchase Order. The College shall not be responsible for merchandise or services provided without a Purchase Order number.
9. Seller agrees to comply with all statutes, regulations, executive orders and other requirements of law including those regarding equal employment opportunity.
10. These terms and conditions shall be binding upon Seller, its permitted successors and assigns and shall inure to the benefit of the College, its successors and assigns.
11. These terms and conditions shall be construed under and governed by the laws of the State of Illinois.