

# LOS RIOS COMMUNITY COLLEGE DISTRICT

**PURCHASE ORDER NO 0001089255**

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

<b>Date</b> 10/05/2016	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Metho
<b>Reference:</b> 1008680 HYDER R SHEWMAKN		<b>Location / Dept</b> 04ADMN

**Supplier:** 0000006237  
 ACCUPLACER/THE COLLEGE BOARD  
 110 TERRY DRIVE  
 NEWTOWN PA 18940

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630  
 United States

email:

**Bill To:** 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	ESL TEST - ACCUPLACER TEST UNITS	675.00EA	1.65	1,113.75	09/29/2016

CONFIRMATION ONLY - DO NOT DUPLICATE ORDER  
 PLEASE NOTE THIS PURCHASE ORDER NUMBER ON THE COMPANY INVOICE TO EXPEDITE PAYMENT


<b>Sub Total Amount</b>	1,113.75
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	1,113.75

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5603	12	FL.VS.SSSP	63000	00000	597U	1,113.75	2017

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**  


Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30  
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

## LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

### PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

# Requisition

**Supplier:** ACCUPLACER/THE COLLEGE BOARD 000006237  
 110 TERRY DRIVE  
 NEWTOWN PA 18940  
 United States

**email:**

**Ship To:** RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630-6798

<b>Business Unit:</b> GENFD OPEN	
Req ID: 0001008680	Date: 09/29/2016
Requisition Name: ACCUPLACER	
Requester: Renee Hyder	Bldg#: STUSVC
Requester Signature	
Buyer: Nicholas Shewmaker	
Approved:	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	ESL TEST; ACCUPLACER TEST UNITS	675	EA	1.65	1,113.75	

Total Requisition Amount: 1,113.75

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5603	12	FL.VS.SSSP	63000	00000	597U	1,113.75

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of SSSP Assessment

For grants/special projects 597U

Name:

Approval Signature 	Approval Signature	Approval Signature
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Please complete electronically or write legibly in CAPITAL letters with blue/black ink.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contact Person	Date Needed	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contact Email Address	Contact Telephone Number	<input type="text"/>	<input type="text"/>

**Mail This Order Form To:**  
 The College Board  
 ACCUPLACER Dept.  
 PO Box 7500  
 London, KY 40742-7500

**Or Fax Anytime To:**  
 888-713-8143 or  
 212-713-8143  
 Institutional purchase orders and credit cards only.

**Or Phone:**  
 866-607-5223  
 (M-F 8:30 a.m. - 6 p.m. ET)  
 Credit cards only.

### Billing Information\*:

Institution

Name

Title

Address

City State ZIP

Purchase Order Number

### Shipping Information: (if different from billing information)

Institution

Name

Title

Address

City State ZIP

Submitted By

Use order form billing address

### Method of Payment

- Check made payable to: The College Board, ACCUPLACER Dept., P.O. Box 7500, London, KY 40742-7500
- Signed institutional purchase order
- Credit Card\*\*
- MasterCard
- Visa
- American Express
- Discover

Card Number

Exp. Date

Cardholder's Signature

\*PO address will be used for billing unless otherwise indicated above. PO must accompany signed order form.

\*\*Do not email your credit card information. Credit card orders can only be taken over the phone or faxed.

ACCUPLACER® Test Units Minimum order 100 Units	Please circle or fill-in your price selection.				Total Units Ordered	Total Cost
	Standard Price	College Board Member/Volume Discount Price <sup>1</sup>	System-Approved Price	Other Approved Price		
ACCUPLACER Test Units See below for units required to administer ACCUPLACER tests. (Item # 070092188)	\$2.30	\$2.15	\$1.95	\$1.65	675	\$1113.75
List the site where the units should be added. Site ID # <u>011093-001</u>	<sup>1</sup> Volume discount pricing is available on single orders of 50,000 units or more.					

ACCUPLACER Test	Units	ACCUPLACER Test	Units	ACCUPLACER Test	Units
Reading Comprehension	1	Next-Generation Quantitative Reasoning, Algebra, and Statistics	1	WritePlacer ESL	2
Sentence Skills	1	Next-Generation Advanced Algebra and Functions	1	Diagnostic Reading Comprehension	1
Arithmetic	1	Local Test	1	Diagnostic Sentence Skills	1
Elementary Algebra	1	ACCUPLACER ESL-Reading Skills	1	Diagnostic Arithmetic	1
College-Level Mathematics	1	ACCUPLACER ESL-Sentence Meaning	1	Diagnostic Elementary Algebra	1
Next-Generation Reading	1	ACCUPLACER ESL- Language Use	1	Computer Skills Placement-XP/2003	1
Next-Generation Writing	1	ACCUPLACER ESL-Listening	2.5	Computer Skills Placement-Vista/2007	1
Next-Generation Arithmetic	1	WritePlacer	2	Computer Skills Placement-Windows 7/2010	1

**COMPANION™ Tests\*\*\***

Paper-and-Pencil test with two alternate forms. Please choose form and quantity. (Answer sheet sold separately.)

Price	Quantity Ordered Form F/H	Quantity Ordered Form G/I	Quantity Ordered Form J/K	Total Cost
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COMPANION Regular Print **NONREUSABLE** Test Booklets<sup>2</sup>

Arithmetic	Form F (Item # 080092642)	Form G (Item # 080092643)	\$2.50						
Elementary Algebra	Form F (Item # 080092652)	Form G (Item # 080092653)	\$2.50						
College-Level Mathematics	Form F (Item # 080092646)	Form G (Item # 080092647)	\$2.50						
Reading Comprehension	Form H (Item # 140095750)	Form I (Item # 140095751)	\$2.50						
Sentence Skills	Form H (Item # 140095782)	Form I (Item # 140095783)	\$2.50						
ESL — Reading Skills	Form H (Item # 140095758)	Form I (Item # 140095759)	\$2.50						
ESL — Sentence Meaning	Form H (Item # 140095774)	Form I (Item # 140095775)	\$2.50						
ESL — Language Use	Form H (Item # 140095766)	Form I (Item # 140095767)	\$2.50						
WritePlacer	Form F (Item # 100093506)	Form G (Item # 100093507)	\$6.00						
WritePlacer ESL	Form F (Item # 100093508)	Form G (Item # 100093509)	\$6.00						

COMPANION Special Format **REUSABLE** Tests — Large Print<sup>2</sup>

Arithmetic	Form F (Item # 080092881)	Form G (Item # 080092882)	\$15.00						
Elementary Algebra	Form F (Item # 080092871)	Form G (Item # 080092872)	\$15.00						
College-Level Mathematics	Form F (Item # 080092877)	Form G (Item # 080092878)	\$15.00						
Reading Comprehension	Form H (Item # 140095752)	Form I (Item # 140095753)	\$15.00						
Sentence Skills	Form H (Item # 140095784)	Form I (Item # 140095785)	\$15.00						
ESL — Reading Skills	Form H (Item # 140095760)	Form I (Item # 140095761)	\$15.00						
ESL — Sentence Meaning	Form H (Item # 140095776)	Form I (Item # 140095777)	\$15.00						
ESL — Language Use	Form H (Item # 140095768)	Form I (Item # 140095769)	\$15.00						
WritePlacer (NONREUSABLE Test Booklet)	Form F (Item # 140095790)	Form G (Item # 140095791)	\$15.00						
WritePlacer ESL (NONREUSABLE Test Booklet)	Form F (Item # 140095792)	Form G (Item # 140095793)	\$15.00						

COMPANION Special Format **REUSABLE** Tests — Braille

Arithmetic	Form F (Item # 080092851)	Form G (Item # 080092852)	\$35.00						
Elementary Algebra	Form F (Item # 080092865)	Form G (Item # 080092866)	\$35.00						
College-Level Mathematics	Form F (Item # 080092855)	Form G (Item # 080092856)	\$35.00						
Reading Comprehension	Form H (Item # 140095754)	Form I (Item # 140095755)	\$35.00						
Sentence Skills	Form H (Item # 140095786)	Form I (Item # 140095787)	\$35.00						
ESL — Reading Skills	Form H (Item # 140095762)	Form I (Item # 140095763)	\$35.00						
ESL — Sentence Meaning	Form H (Item # 140095778)	Form I (Item # 140095779)	\$35.00						
ESL — Language Use	Form H (Item # 140095770)	Form I (Item # 140095771)	\$35.00						
Next-Generation Reading	Form J (Item # 160090717)	Form K (Item # 160090722)	\$35.00						
Next-Generation Writing	Form J (Item # 160090727)	Form K (Item # 160090732)	\$35.00						
Next-Generation Arithmetic	Form J (Item # 160090737)	Form K (Item # 160090742)	\$35.00						
Next-Generation Quantitative Reasoning, Algebra, and Statistics	Form J (Item # 160090747)	Form K (Item # 160090752)	\$35.00						
Next-Generation Advanced Algebra and Functions	Form J (Item # 160090757)	Form K (Item # 160090762)	\$35.00						

### COMPANION™ Tests\*\*\*

Paper-and-Pencil test with two alternate forms. Please choose form and quantity. (Answer sheet sold separately.)

COMPANION Special Format **REUSABLE** Tests — Compact Disc (supplement to either COMPANION Large Print or COMPANION Braille)

			Price	Quantity Ordered Form F/H	Quantity Ordered Form G/I	Quantity Ordered Form J/K	Total Cost
Arithmetic	Form F (Item # 080092897)	Form G (Item # 080092898)	\$15.00				
Elementary Algebra	Form F (Item # 080092887)	Form G (Item # 080092888)	\$15.00				
College-Level Mathematics	Form F (Item # 080092895)	Form G (Item # 080092896)	\$15.00				
Reading Comprehension	Form H (Item # 140095756)	Form I (Item # 140095757)	\$15.00				
Sentence Skills	Form H (Item # 140095788)	Form I (Item # 140095789)	\$15.00				
ESL — Reading Skills	Form H (Item # 140095764)	Form I (Item # 140095765)	\$15.00				
ESL — Sentence Meaning	Form H (Item # 140095780)	Form I (Item # 140095781)	\$15.00				
ESL — Language Use	Form H (Item # 140095772)	Form I (Item # 140095773)	\$15.00				
Next-Generation Reading	Form J (Item # 160090718)	Form K (Item # 160090723)	\$15.00				
Next-Generation Writing	Form J (Item # 160090728)	Form K (Item # 160090733)	\$15.00				
Next-Generation Arithmetic	Form J (Item # 160090738)	Form K (Item # 160090743)	\$15.00				
Next-Generation Quantitative Reasoning, Algebra, and Statistics	Form J (Item # 160090748)	Form K (Item # 160090753)	\$15.00				
Next-Generation Advanced Algebra and Functions	Form J (Item # 160090758)	Form K (Item # 160090763)	\$15.00				

### COMPANION™ Tests\*\*\*

Paper-and-Pencil test with two alternate forms. Please choose form and quantity.

		Price	Quantity Ordered Form F/H	Quantity Ordered Form G/I	Quantity Ordered Form J/K	Total Cost
COMPANION Special Format Bundle — contains Arithmetic, Elementary Algebra, College-Level Mathematics, Reading Comprehension and Sentence Skills in Braille, Large Print and Compact Disc.	Form F/H (Item # 140095885) Form G/I (Item # 140095886)	\$275				
COMPANION Special Format ESL Bundle — contains ESL Reading Skills, ESL Sentence Meaning and ESL Language Use in Braille, Large Print and Compact Disc.	Form F/H (Item # 140095887) Form G/I (Item # 140095888)	\$150				
ACCUPLACER® AccuScore™ Scanning Software — Unlimited Use Yearly License Fee (Item # 140095796)		\$595				
COMPANION Answer Sheet for use with COMPANION NONREUSABLE and COMPANION Special Format Tests (Item # 140095794)		\$1.75				
Student Privacy Policy for COMPANION Tests — Set/10 (Item # 100094128)		FREE				

Shipping Charges	Subtotal Amount	\$0–\$20	\$20.01–\$40	\$40.01–\$70	\$70.01+	
	Charge	\$5.00	\$6.00	\$7.00	ADD 10% of total order	Allow 7 to 10 working days from receipt of order for delivery. Additional shipping is charged on all orders requesting faster shipment than UPS ground rate. Orders containing 500 or more test booklets, please call for postage. Please allow one business day from request for calculations. For international orders, see shipping information below.

☐ Check here if you need the **COMPANION Answer Key Overlays (Item # 160090905)**

<sup>2</sup> Next-generation COMPANION tests (Regular and Large Print formats) and answer sheets are available as Print-on-Demand materials.

\*\*\* Students who are administered COMPANION Tests should receive a copy of the COMPANION Student Privacy Policy. Copies are free of charge and are packed in sets of 10.

COMPANION Order Total:			
Shipping Total (for paper-and-pencil products):			
<b>GRAND TOTAL:</b>			

# Terms and Conditions

## Payment

- Make checks payable to: The College Board
- Federal ID: 13-1623965
- All fees are payable within 30 days of the invoice date.
- This Order Form supersedes any conflicting terms and conditions contained in Purchaser's purchase order.

## Shipping

- Postage and handling will be added to all paper-and-pencil test orders, based on the sliding scale on the order form.
- International shipping is \$20 for UPS Canada Standard, \$40 for USPS and \$120 for UPS International per order.
- Please allow up to two weeks from receipt of order for delivery of paper-and-pencil tests via UPS regular ground.
- If you request a faster method of shipping, an additional cost will be added. Call 866-607-5223 for assistance in calculating the charge.
- For orders containing 500 or more test booklets, call for postage. Please allow one business day from request for calculations.

## Ordering Procedures

- Always specify title(s) and item number(s) when ordering.
- A copy of an institutional purchase order must be sent by fax or mail to complete the order unless ordering by credit card.
- **Call 866-607-5223 to place credit card orders** (M-F 8:30 a.m.– 6 p.m. ET).
- **Mail orders to: The College Board, ACCUPLACER Dept., PO Box 7500 London, KY 40742-7500**
- **Fax your institutional purchase order or credit card orders to 888-713-8143 or 212-713-8143.** (NOTE: If you fax your order, please do NOT mail a confirmation copy.)
- **For non-COMPANION orders:**
  - The minimum order is 100 units (unless ordering units for ATB).
  - Volume discount pricing is available on single orders of 50,000 units or more.
  - A confirmation email of receipt of your order will be sent to your email address.

## General Policies

- The College Board reserves the right to expire ACCUPLACER test units if there is no usage by an institution for a period of three years.
- ACCUPLACER tests may only be administered under proctored conditions. Examinees must be monitored at all times, and an authorized test administrator from the institution must be present on-site during any and all administrations of ACCUPLACER tests.
- We do not provide refunds for purchased products, including online test units and COMPANION™ tests.
- COMPANION tests may only be administered under proctored conditions. Examinees must be monitored at all times and an authorized test administrator from the institution must be present on-site during any and all administrations of COMPANION tests.
- All COMPANION tests are nonreusable except the COMPANION Special Format tests. Test materials may not be copied or reproduced in whole or in part, transferred to any other party, or used for any other purpose. Except during test administration, test materials must be kept in secure, locked storage.
- The College Board will destroy incomplete orders after seven (7) business days for security purposes.

## Orders

- Orders require a signed order form and either a purchase order, check made payable to "The College Board" or credit card information.
- Upon receipt, orders can take up to seven business days to process.

## Exchanges

- We do not provide refunds for purchased products, including online test units and COMPANION tests.
- We do provide an exchange of COMPANION products returned within 30 days. The customer will receive online tests for the COMPANION products. If the customer decides to exchange the COMPANION booklets, then the appropriate online unit rate will be used for the exchange. All COMPANION orders, regardless of whether they were placed online or via fax, mail or phone, have shipping charges applied.
- ACCUPLACER Customer Service will provide you with specific instructions when you call for an exchange. The customer is responsible for return shipping and handling. All products must be in new, unused condition and in their original packaging to receive the exchange.
- Exchange shipping charges are not refundable. Additional shipping on exchanges will be billed at the customer's expense.
- No collect (COD) shipments can be accepted.

## General

Purchaser understands and agrees it is also subject to the terms and conditions located in the ACCUPLACER Program Manual and the terms and conditions here.

## Ownership of Intellectual Property

Purchaser agrees and acknowledges that all intellectual property provided under or pertaining to this Order Form, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations and all items (questions) contained therein, including all copies thereof, all examination materials and all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights is at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the College Board Intellectual Property including, without limitation, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in these terms and conditions should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board's Intellectual Property to the Purchaser.

## General Disclaimer

THE COLLEGE BOARD AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

## Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS ORDER FORM FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS ORDER FORM BY PURCHASER.

## Force Majeure

Either party may be excused from performance of an obligation under this Order Form in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

In order for this order to be processed a signature of acceptance of the Terms and Conditions is needed.

Accepted

Printed Name

Title

Authorized Signature

Date

**From:** [Haney, Brenda](#)  
**To:** [Shewmaker, Nicholas](#)  
**Cc:** [Hyder, Renee](#); [Chueh, Valerie](#); [Dixon, Melanie](#); [Jaques, Kate](#)  
**Subject:** RE: PO\_0001089255\_ACCUPLACER / COLLEGE BOARD FOR FOLSOM LAKE COLLEGE \_RE: no Accuplacer units  
**Date:** Wednesday, October 26, 2016 10:19:51 AM  
**Attachments:** [order\\_form.pdf](#)  
[RE AUTHORIZED PO\\_0001089255\\_ACCUPLACER COLLEGE BOARD FOR FOLSOM LAKE COLLEGE .msg](#)  
**Importance:** High

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Hi Nick –

Appreciate your assistance in completing this vendors request:

- o Please FAX the attached Accuplacer Order Form completed by FLC Assessment Office to vendor – per instructions on attached Email, just received.
- o Please send copy of FAX Received Confirmation to this email group.

Thank you,

*Brenda Haney*

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

 916.608.6635 |  [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)

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**From:** Hyder, Renee

**Sent:** Wednesday, October 26, 2016 10:01 AM

**To:** Haney, Brenda <haneyb@flc.losrios.edu>; Shewmaker, Nicholas <shewman@crc.losrios.edu>

**Subject:** RE: PO\_0001089255\_ACCUPLACER / COLLEGE BOARD FOR FOLSOM LAKE COLLEGE \_RE: no Accuplacer units

Hello,

I have attached a PDF copy of the Accuplacer order form.

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**From:** Haney, Brenda

**Sent:** Wednesday, October 26, 2016 8:21 AM

**To:** Shewmaker, Nicholas; Jaques, Kate

**Cc:** Hyder, Renee; Dixon, Melanie; Chueh, Valerie

**Subject:** PO\_0001089255\_ACCUPLACER / COLLEGE BOARD FOR FOLSOM LAKE COLLEGE \_RE: no Accuplacer units

Hi Nick –

Welcome back, hope you're feeling better. Thank you for your follow-up -

In your absence – I sent the attached email to Accuplacer yesterday, and later replied to inquiry from Valerie Cheuh regarding vendors order form.

- o Requesting Area can complete vendors order form and fax or email directly to Accuplacer and email PDF copy to both you and I to archive with PO file.

Thank you,



## *Brenda Haney*

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

☎ 916.608.6635 | ✉ [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)

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**From:** Shewmaker, Nicholas

**Sent:** Wednesday, October 26, 2016 7:52 AM

**To:** Jaques, Kate <[jaquesk@flc.losrios.edu](mailto:jaquesk@flc.losrios.edu)>

**Cc:** Haney, Brenda <[haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)>; Hyder, Renee <[hyderr@flc.losrios.edu](mailto:hyderr@flc.losrios.edu)>; Dixon, Melanie <[DixonM@flc.losrios.edu](mailto:DixonM@flc.losrios.edu)>; Chueh, Valerie <[ChuehV@flc.losrios.edu](mailto:ChuehV@flc.losrios.edu)>

**Subject:** RE: no Accuplacer units

Hi,

I just got off the phone with Accuplacer and they confirmed what was already stated that they have no record of this order on file. They stated that PO with a completed order form needs to be refaxed to them.

I have attached the signed PO with the order form that needs to be filed out. If the appropriate person can fill out and sign the order form we should be able to get the order resubmitted.

Their fax number is 212-713-8143 or if the documents can be returned to me I will fax them.

Please let me know what else I can do to help.

Thanks,

Nick Shewmaker

Buyer III

Los Rios Community College District, 1919 Spanos Ct., Sacramento, CA 95825

Phone: 916-568-3072 Fax: 916-568-3145

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**From:** Jaques, Kate

**Sent:** Tuesday, October 25, 2016 11:42 AM

**To:** Shewmaker, Nicholas

**Cc:** Haney, Brenda; Hyder, Renee; Dixon, Melanie; Chueh, Valerie

**Subject:** FW: no Accuplacer units

Hi Nick,

How would you advise us to proceed?

Kate

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**From:** Hyder, Renee

**Sent:** Tuesday, October 25, 2016 10:03 AM

**To:** Dixon, Melanie <[DixonM@flc.losrios.edu](mailto:DixonM@flc.losrios.edu)>; Jaques, Kate <[jaquesk@flc.losrios.edu](mailto:jaquesk@flc.losrios.edu)>

**Cc:** Chueh, Valerie <[ChuehV@flc.losrios.edu](mailto:ChuehV@flc.losrios.edu)>

**Subject:** no Accuplacer units

Hello,

I checked our Accuplacer account today and it shows 0 testing units available. I called the Accuplacer invoices and billing department, and they stated that they have received no order from Folsom Lake College. I offered them the PO #0001089255 which I received via email on 9-29-16, and they still said there was no order.

Can someone please connect with the business office to determine what has happened?

Thank you!

**Renee Hyder | Assessment Coordinator**

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

p. 916-608-6573 | [Hyderr@flc.losrios.edu](mailto:Hyderr@flc.losrios.edu) | [www.flc.losrios.edu](http://www.flc.losrios.edu)

Please complete electronically or print legibly in black ink on a laser printer with blue/black ink.

Contact Person  
 melanie Dixon  
 Contact Email Address  
 dixonm@FLC.losrios.edu

Date Needed  
 9/16/08  
 Contact Telephone Number  
 916 608 6768

**Mail This Order Form To:**  
 The College Board  
 ACCUPLACER Dept.  
 PO Box 7500  
 London, KY 40742-7500

**Or Fax Anytime To:**  
 888-713-8143 or  
 212-713-8143  
 Institutional purchase orders and credit cards only.

**Or Phone:**  
 866-607-5223  
 (M-F 8:30 a.m. - 6 p.m. ET)  
 Credit cards only.

**Billing Information\*:**  
 Institution  
 Folsom Lake College  
 Name  
 melanie Dixon  
 Title  
 Dean of Student Success  
 Address  
 10 College Parkway  
 Folsom CA 95630  
 City State ZIP

**Shipping Information:** (if different from billing information)  
 Institution  
 Folsom Lake College  
 Name  
 Renee Hyder  
 Title  
 Assessment Coordinator  
 Address  
 10 College Parkway  
 Folsom CA 95630  
 City State ZIP

Purchase Order Number  
 0001089255  
 Use order form billing address

Submitted By  
 melanie Dixon

**Method of Payment**

Check made payable to: The College Board, ACCUPLACER Dept., P.O. Box 7500, London, KY 40742-7500

Signed institutional purchase order

Credit Card\*\*

MasterCard  Visa  American Express  Discover

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Cardholder's Signature \_\_\_\_\_

\*PO address will be used for billing unless otherwise indicated above. PO must accompany signed order form.  
 \*\* Do not email your credit card information. Credit card orders can only be taken over the phone or faxed.

ACCUPLACER® Test Units Minimum order 100 Units	Please circle or fill-in your price selection.				Total Units Ordered	Total Cost
	Standard Price	College Board Member/Volume Discount Price <sup>1</sup>	System-Approved Price	Other Approved Price		

ACCUPLACER Test Units  
 See below for units required to administer ACCUPLACER tests. (Item # 070092188)

Standard Price	College Board Member/Volume Discount Price <sup>1</sup>	System-Approved Price	Other Approved Price	Total Units Ordered	Total Cost
\$2.30	\$2.15	\$1.95	61.65	675	11375

List the site where the units should be added.  
 Site ID # 011093-001

<sup>1</sup> Volume discount pricing is available on single orders of 50,000 units or more.

ACCUPLACER Test	Units	ACCUPLACER Test	Units	ACCUPLACER Test	Units
Reading Comprehension	1	Next-Generation Quantitative Reasoning, Algebra, and Statistics	1	WritePlacer ESL	2
Sentence Skills	1	Next-Generation Advanced Algebra and Functions	1	Diagnostic Reading Comprehension	1
Arithmetic	1	Local Test	1	Diagnostic Sentence Skills	1
Elementary Algebra	1	ACCUPLACER ESL-Reading Skills	1	Diagnostic Arithmetic	1
College-Level Mathematics	1	ACCUPLACER ESL-Sentence Meaning	1	Diagnostic Elementary Algebra	1
Next-Generation Reading	1	ACCUPLACER ESL- Language Use	1	Computer Skills Placement-XP/2003	1
Next-Generation Writing	1	ACCUPLACER ESL-Listening	2.5	Computer Skills Placement-Vista/2007	1
Next-Generation Arithmetic	1	WritePlacer	2	Computer Skills Placement-Windows 7/2010	1

### COMPANION™ Tests\*\*\*

Paper-and-Pencil test with two alternate forms. Please choose form and quantity. (Answer sheet sold separately.)

#### COMPANION Regular Print **NONREUSABLE** Test Booklets<sup>2</sup>

			Price	Quantity Ordered Form F/H	Quantity Ordered Form G/I	Quantity Ordered Form J/K	Total Cost
Arithmetic	Form F (Item # 080092642)	Form G (Item # 080092643)	\$2.50				
Elementary Algebra	Form F (Item # 080092652)	Form G (Item # 080092653)	\$2.50				
College-Level Mathematics	Form F (Item # 080092646)	Form G (Item # 080092647)	\$2.50				
Reading Comprehension	Form H (Item # 140095750)	Form I (Item # 140095751)	\$2.50				
Sentence Skills	Form H (Item # 140095782)	Form I (Item # 140095783)	\$2.50				
ESL — Reading Skills	Form H (Item # 140095758)	Form I (Item # 140095759)	\$2.50				
ESL — Sentence Meaning	Form H (Item # 140095774)	Form I (Item # 140095775)	\$2.50				
ESL — Language Use	Form H (Item # 140095766)	Form I (Item # 140095767)	\$2.50				
WritePlacer	Form F (Item # 100093506)	Form G (Item # 100093507)	\$6.00				
WritePlacer ESL	Form F (Item # 100093508)	Form G (Item # 100093509)	\$6.00				

#### COMPANION Special Format **REUSABLE** Tests — Large Print<sup>2</sup>

Arithmetic	Form F (Item # 080092881)	Form G (Item # 080092882)	\$15.00				
Elementary Algebra	Form F (Item # 080092871)	Form G (Item # 080092872)	\$15.00				
College-Level Mathematics	Form F (Item # 080092877)	Form G (Item # 080092878)	\$15.00				
Reading Comprehension	Form H (Item # 140095752)	Form I (Item # 140095753)	\$15.00				
Sentence Skills	Form H (Item # 140095784)	Form I (Item # 140095785)	\$15.00				
ESL — Reading Skills	Form H (Item # 140095760)	Form I (Item # 140095761)	\$15.00				
ESL — Sentence Meaning	Form H (Item # 140095776)	Form I (Item # 140095777)	\$15.00				
ESL — Language Use	Form H (Item # 140095768)	Form I (Item # 140095769)	\$15.00				
WritePlacer (NONREUSABLE Test Booklet)	Form F (Item # 140095790)	Form G (Item # 140095791)	\$15.00				
WritePlacer ESL (NONREUSABLE Test Booklet)	Form F (Item # 140095792)	Form G (Item # 140095793)	\$15.00				

#### COMPANION Special Format **REUSABLE** Tests — Braille

Arithmetic	Form F (Item # 080092851)	Form G (Item # 080092852)	\$35.00				
Elementary Algebra	Form F (Item # 080092865)	Form G (Item # 080092866)	\$35.00				
College-Level Mathematics	Form F (Item # 080092855)	Form G (Item # 080092856)	\$35.00				
Reading Comprehension	Form H (Item # 140095754)	Form I (Item # 140095755)	\$35.00				
Sentence Skills	Form H (Item # 140095786)	Form I (Item # 140095787)	\$35.00				
ESL — Reading Skills	Form H (Item # 140095762)	Form I (Item # 140095763)	\$35.00				
ESL — Sentence Meaning	Form H (Item # 140095778)	Form I (Item # 140095779)	\$35.00				
ESL — Language Use	Form H (Item # 140095770)	Form I (Item # 140095771)	\$35.00				
Next-Generation Reading	Form J (Item # 160090717)	Form K (Item # 160090722)	\$35.00				
Next-Generation Writing	Form J (Item # 160090727)	Form K (Item # 160090732)	\$35.00				
Next-Generation Arithmetic	Form J (Item # 160090737)	Form K (Item # 160090742)	\$35.00				
Next-Generation Quantitative Reasoning, Algebra, and Statistics	Form J (Item # 160090747)	Form K (Item # 160090752)	\$35.00				
Next-Generation Advanced Algebra and Functions	Form J (Item # 160090757)	Form K (Item # 160090762)	\$35.00				

<b>COMPANION™ Tests***</b> Paper-and-Pencil test with two alternate forms. Please choose form and quantity. (Answer sheet sold separately.)				Price	Quantity Ordered Form F/H	Quantity Ordered Form G/I	Quantity Ordered Form J/K	Total Cost
COMPANION Special Format <b>REUSABLE</b> Tests — Compact Disc (supplement to either COMPANION Large Print or COMPANION Braille)								
Arithmetic	Form F (Item # 080092897)	Form G (Item # 080092898)		\$15.00				
Elementary Algebra	Form F (Item # 080092887)	Form G (Item # 080092888)		\$15.00				
College-Level Mathematics	Form F (Item # 080092895)	Form G (Item # 080092896)		\$15.00				
Reading Comprehension	Form H (Item # 140095756)	Form I (Item # 140095757)		\$15.00				
Sentence Skills	Form H (Item # 140095788)	Form I (Item # 140095789)		\$15.00				
ESL — Reading Skills	Form H (Item # 140095764)	Form I (Item # 140095765)		\$15.00				
ESL — Sentence Meaning	Form H (Item # 140095780)	Form I (Item # 140095781)		\$15.00				
ESL — Language Use	Form H (Item # 140095772)	Form I (Item # 140095773)		\$15.00				
Next-Generation Reading	Form J (Item # 160090718)	Form K (Item # 160090723)		\$15.00				
Next-Generation Writing	Form J (Item # 160090728)	Form K (Item # 160090733)		\$15.00				
Next-Generation Arithmetic	Form J (Item # 160090738)	Form K (Item # 160090743)		\$15.00				
Next-Generation Quantitative Reasoning, Algebra, and Statistics	Form J (Item # 160090748)	Form K (Item # 160090753)		\$15.00				
Next-Generation Advanced Algebra and Functions	Form J (Item # 160090758)	Form K (Item # 160090763)		\$15.00				

<b>COMPANION™ Tests***</b> Paper-and-Pencil test with two alternate forms. Please choose form and quantity.			Price	Quantity Ordered Form F/H	Quantity Ordered Form G/I	Quantity Ordered Form J/K	Total Cost
COMPANION Special Format Bundle — contains Arithmetic, Elementary Algebra, College-Level Mathematics, Reading Comprehension and Sentence Skills in Braille, Large Print and Compact Disc.	Form F/H (Item # 140095885)	Form G/I (Item # 140095886)	\$275				
COMPANION Special Format ESL Bundle — contains ESL Reading Skills, ESL Sentence Meaning and ESL Language Use in Braille, Large Print and Compact Disc.	Form F/H (Item # 140095887)	Form G/I (Item # 140095888)	\$150				
ACCUPLACER® AccuScore™ Scanning Software — Unlimited Use Yearly License Fee (Item # 140095796)			\$595				
COMPANION Answer Sheet for use with COMPANION NONREUSABLE and COMPANION Special Format Tests (Item # 140095794)			\$1.75				
Student Privacy Policy for COMPANION Tests – Set/10 (Item # 100094128)			FREE				FREE

Shipping Charges	Subtotal Amount	\$0–\$20	\$20.01–\$40	\$40.01–\$70	\$70.01+	Allow 7 to 10 working days from receipt of order for delivery. Additional shipping is charged on all orders requesting faster shipment than UPS ground rate. Orders containing 500 or more test booklets, please call for postage. Please allow one business day from request for calculations. For international orders, see shipping information below.
	Charge	\$5.00	\$6.00	\$7.00	ADD 10% of total order	

○ Check here if you need the **COMPANION Answer Key Overlays (Item # 160090905)**

<sup>2</sup> Next-generation COMPANION tests (Regular and Large Print formats) and answer sheets are available as Print-on-Demand materials.

\*\*\* Students who are administered COMPANION Tests should receive a copy of the COMPANION Student Privacy Policy. Copies are free of charge and are packed in sets of 10.

COMPANION Order Total:			
Shipping Total (for paper-and-pencil products):			
<b>GRAND TOTAL:</b>			

# Terms and Conditions

## Payment

- Make checks payable to: The College Board
- Federal ID: 13-1623965
- All fees are payable within 30 days of the invoice date.
- This Order Form supersedes any conflicting terms and conditions contained in Purchaser's purchase order.

## Shipping

- Postage and handling will be added to all paper-and-pencil test orders, based on the sliding scale on the order form.
- International shipping is \$20 for UPS Canada Standard, \$40 for USPS and \$120 for UPS International per order.
- Please allow up to two weeks from receipt of order for delivery of paper-and-pencil tests via UPS regular ground.
- If you request a faster method of shipping, an additional cost will be added. Call 866-607-5223 for assistance in calculating the charge.
- For orders containing 500 or more test booklets, call for postage. Please allow one business day from request for calculations.

## Ordering Procedures

- Always specify title(s) and item number(s) when ordering.
- A copy of an institutional purchase order must be sent by fax or mail to complete the order unless ordering by credit card.
- **Call 866-607-5223 to place credit card orders** (M-F 8:30 a.m.–6 p.m. ET).
- **Mail orders to: The College Board, ACCUPLACER Dept., PO Box 7500 London, KY 40742-7500**
- **Fax your institutional purchase order or credit card orders to 888-713-8143 or 212-713-8143.** (NOTE: If you fax your order, please do NOT mail a confirmation copy.)
- **For non-COMPANION orders:**
  - The minimum order is 100 units (unless ordering units for ATB).
  - Volume discount pricing is available on single orders of 50,000 units or more.
  - A confirmation email of receipt of your order will be sent to your email address.

## General Policies

- The College Board reserves the right to expire ACCUPLACER test units if there is no usage by an institution for a period of three years.
- ACCUPLACER tests may only be administered under proctored conditions. Examinees must be monitored at all times, and an authorized test administrator from the institution must be present on-site during any and all administrations of ACCUPLACER tests.
- We do not provide refunds for purchased products, including online test units and COMPANION™ tests.
- COMPANION tests may only be administered under proctored conditions. Examinees must be monitored at all times and an authorized test administrator from the institution must be present on-site during any and all administrations of COMPANION tests.
- All COMPANION tests are nonreusable except the COMPANION Special Format tests. Test materials may not be copied or reproduced in whole or in part, transferred to any other party, or used for any other purpose. Except during test administration, test materials must be kept in secure, locked storage.
- The College Board will destroy incomplete orders after seven (7) business days for security purposes.

## Orders

- Orders require a signed order form and either a purchase order, check made payable to "The College Board" or credit card information.
- Upon receipt, orders can take up to seven business days to process.

## Exchanges

- We do not provide refunds for purchased products, including online test units and COMPANION tests.
- We do provide an exchange of COMPANION products returned within 30 days. The customer will receive online tests for the COMPANION products. If the customer decides to exchange the COMPANION booklets, then the appropriate online unit rate will be used for the exchange. All COMPANION orders, regardless of whether they were placed online or via fax, mail or phone, have shipping charges applied.
- ACCUPLACER Customer Service will provide you with specific instructions when you call for an exchange. The customer is responsible for return shipping and handling. All products must be in new, unused condition and in their original packaging to receive the exchange.
- Exchange shipping charges are not refundable. Additional shipping on exchanges will be billed at the customer's expense.
- No collect (COD) shipments can be accepted.

## General

Purchaser understands and agrees it is also subject to the terms and conditions located in the ACCUPLACER Program Manual and the terms and conditions here.

## Ownership of Intellectual Property

Purchaser agrees and acknowledges that all intellectual property provided under or pertaining to this Order Form, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations and all items (questions) contained therein, including all copies thereof, all examination materials and all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights is at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the College Board Intellectual Property including, without limitation, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in these terms and conditions should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board's Intellectual Property to the Purchaser.

## General Disclaimer

THE COLLEGE BOARD AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

## Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS ORDER FORM FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS ORDER FORM BY PURCHASER.

## Force Majeure

Either party may be excused from performance of an obligation under this Order Form in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

In order for this order to be processed a signature of acceptance of the Terms and Conditions is needed.

Accepted

Melanie Dixon

Printed Name

Dean of Student Success

Title

See P.O. (has signature)

Authorized Signature

10/25/2016

Date

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