COMPLETED

P.O. No. F4037

Date 2/10/2021

# LIMITED PURCHASE ORDER

(Not to Exceed \$1000.00)

	DELIVERY INSTRUCTIONS: Deliver to Address Below (Check one) Will Call				
EMEDCO 2491 WEHRLE DRIVE	FOLSOM LAKE COLLEGE - RECEIVING				RECEIVING
BUFFALO, NY 14221					
DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES		ORDERE	1	UNIT PRICE	TOTAL
BRADY DRINKING FOUNTAIN SAFETY COVER	QUANTITY 3	EACH	STOCK NO.	188.99	566.97
<sup>2</sup> -KIT FOR 6 FOUNTAINS (STYLE NO 23300D)					
3	PAII				
4	СНЕ	<b>CK #:</b>	00948102 <sup>-</sup>	12	
5					
6	DAT	<b>E: </b> 3/4	/21		
7	AMC	UNT \$	<b>:</b> 652.36		
8	VOU	CHER	#:		
9					
10 SHIPPING AND HANDLING					41.45
Purchases Charged to Categorical Programs, Grants or Special Projects		1	SUB-TOTAL		608.42
This purchased is in compliance with the requirements of:			SALES TAX		43.94
Program Name					
For grants/special projects Program Director/Coord. Signature Project/Grant N	umber	(Not to E	TOTAL xceed \$1000.00)		652.36
Program Goal/Objective Number/Explanation		(	, , ,		
<u>VENDOR:</u> Reference P.O. number on all invoices and packing slips. Total invoice may not exceed \$1000.00 including tax and shipping costs. Mail invoices in duplicate to: Los Rios Community College District, Accounting Department, 1919 Spanos Court, Sacramento, CA 95825.					
I hereby certify the items/services listed above shall be obtained in accordance Received by Date				Date	
with District Policy, Conflict of Interest Code, P-8631 Section 3.0., and all other applicable district, state, and federal policies, rules, regulations, and laws.					
SERA CHADWICK 2/10/2021	GENFD /	4500	/ 11 / FL	.VA.OPE	R
REQUESTED BY: TYPED/PRINT DATE	Bus. Unit	Account	Fund Org		
	67700	/ 00000	/ /	1A	\$652.36
REQUESTED BY: SIGNATURE DATE	Program	Sub-Class	BY Proj/	'Grnt	Amount
MELISSA WILLIAMS 2/10/2021	/	/	//		
APPROVED: DEAN OR OTHER AUTHORIZED SIGNATURE DATE	Bus. Unit	Account	Fund Org		
APPROVED: VICE PRESIDENT, ADMINISTRATION DATE	Program	/ Sub-Class	_/ / BY Proi	/Grnt	\$ Amount
APPROVED: VICE PRESIDENT, ADMINISTRATION DATE	Program	Jun-01922	ы F10j/	onit	
Vendor: <u>Blue</u> Receiver: <u>Goldenrod</u> Accounting: <u>Yellow</u>	Business Office:	<u>Green</u>	Dept/Requestor	: <u>Pink</u>	GS #32 Revised 07/2013

PACKING LIST

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					PAGE# 1 OF	1	
	2491 Wehrlè Dr Williamsville, NY 14221 PHONE: 1-800-442-3633 FAX: 1-800-344-2578	SOLD TO: ATTN: JENNIFER 1 FOLSOM LAKE CO 10 COLLEGE PKW FOLSOM CA 956	LLEGE Y	SHIP TO: - ATTN: JENNIFER TAYLOR FOLSOM LAKE COLLEGE 10 COLLEGE PKWY FOLSOM CA 95630	DATE : 02/10/2021 SHPVIA : BEST WAY GROUND TERMS : PPA : PREPAID AND ADD		
		5g.			SHP PT : 1000 DELIV# : 1376397	750	
	LINE# CUSTOMER PART #	REORDER # SKU	PRODUCT D	ESCRIPTION	SHIP QTY	UOM	
	L		HANK YOU FO	R ORDERING -EMEDCO CATALOG			
	ORDER NO: 1006986 BOX 1	510 PO #: F	4037		/	6	
	0020	PLG30 Y4895819		& DRINKING FOUNTAIN LOCKOUT	18.000	EA	
	Country of Origin : CN	HTS : 392	6.90.9985	ECCN : EAR99	1		
	0030 Total Items in Box 1 : 36.0		NYLON PADI	OCK RED/BLU 38mm ST SHKL KA	,DF 18.000 🗸	EA	
emedco							
SHIP VIA:           2491 Wehrle Dr         BEST WAY GROUND           Williamsville, NY 14221         PHONE: 1-800-442-3633           FAX:         1-800-344-2578           CTN# 1 / 1							
SHIP TO							
DELIVERY: 137639759							
PPA PREPAID AND ADD PO: F4037							
ATTN: JENNIFER TAYLOR							
FOLSOM LAKE COLLEGE 10 COLLEGE PKWY FOLSOM CA 95630				2CNI	5 2/16/2	đ	
Phone: 916-608-6500				T			
	Return Policy				m		

You may return or exchange any stock item in original condition within 30 days. A restocking fee of 15% may be applicable for stock purchases returned in opened packaging. We are unable to accept returns on customized products and special orders since they are created to your specific needs.

Correspondence Address: 2491 Wehrle Dr Williamsville, NY 14221 PH: 1.800-442-3633 FAX: 1-800-344-2578 WEB: emedco.com

**REMIT TO:** Emedco PO Box 95904 Chicago, IL 60694-5904 Federal ID #52-1234223

Invoice # Invoice Total Invoice Date Payment Terms Delivery Terms Bill-to#	: 9345839299 : 652.36 : 02/10/2021 : Due net 30 Days : Prepaid and Add : 14E5700558
Bill-to#	: 14E5700558

Attention: Accounts Payable

FOLSOM LAKE COLLEGE 10 COLLEGE PKWY FOLSOM CA 95630 Ship-to Attn: JENNIFER TAYLOR

FOLSOM LAKE COLLEGE 10 COLLEGE PKWY FOLSOM CA 95630 USA

Shipped Via: UPS GROUND

Customer PO #	Original Order #	Order Placed By
F4037	1006986510	JENNIFER TAYLOR

For ACH payments please remit to Tricor Direct, Inc BMO Harris Bank ABA# 071000288 Account# 15707725 SWIFT: HATRUS44

LINE# ORIGIN	PART NUMBER / SKU DESCRIPTION	QUANTITY	(U/M)	LIST PRICE	NET PRICE	NET TOTAL
	TRACKING NUMBERS 1Z2R51A90397652766					
000010 (CN)	23300D DRINKING FOUNTAIN LOCK OUT W/ 6 PADLOC	з ЖS	ST	188.99	188.99	566.97
000020 (CN)	PLG30 PLUG VALVE & DRINKING FOUNTAIN LOCKOL	18 JT	EA	0.00	0.00	0.00
000030 (MX)	Y4902080 / L13701 NYLON PADLOCK RED/BLU 38mm ST SHKL KA	18 I,DF	EA	0.00	0.00	0.00
	Net Total Freight/Handling State Tax/GST/HST 34.02 County Tax/PST/HST 1.42 Local Tax 8.50					566.97 41.45
	Total Tax					43.94
	Invoice Total					652.36
Call Em	edco today and ask about our monthly special offe	rs at 1-800-4	42-363	3!		

Any questions, please call us at 1-800-442-3633, fax us at 1-800-344-2578 or email us at customerservice@emedco.com Over 1 million customers trust our products and services!

# **GENERAL CONDITIONS**

## TERMS AND CONDITIONS OF SALE

The following Terms and Conditions of Sale ("Terms and Conditions") shall apply to all sales made by Emed Co Inc. ("Supplier") to a buyer of Suppliers goods ("Purchaser"), and every agreement or other undertaking by Supplier is expressly conditioned on Purchasers assent to these Terms and Conditions.

#### ACCEPTANCE OF ORDERS

ACCEPTANCE OF ORDERS A quotation or tender addressed to Purchaser from Supplier does not constitute an offer to sell, and in no circumstances shall any contract arise unless and until the Purchaser submits an order to Supplier, and Supplier issues a written acknowledgment of the order to the Purchaser.

## PRICE/DELIVERY TERMS

PRICE/DELIVERY TERMS Unless otherwise stated in writing, price and delivery terms are F.O.B. site of shipment, as defined in Incoterms 2000, and such prices do not include sales, use or other taxes or any export package cost, transportation, freight handling charges, export/import license fee, customs duties and the like, all of which shall be paid by Purchaser, who shall indemify Supplier against all claims and liabilities therefor. Unless otherwise specified in writing, delivery dates are estimates only, and Supplier shall not be liable for any damages, consequential or otherwise, resulting from the failure to deliver the goods by a particular date.

## PAYMENT/SECURITY

**PAYMENT/SECURITY** Unless otherwise stated in writing, payment terms are thirty (30) days from the date of the invoice for customers with satisfactory credit. In the event payment is not received by the due date, interest shall accrue at the rate of one and one-half percent (1.5%) on the unpaid portion of the invoice for each period of thirty (30) days from the due date. Purchaser shall be liable for Suppliers costs associated with the collection of any amounts past due, including but not limited to attorneys fees and court costs. Supplier retains title/security interest in the goods until full payment.

Whenever Purchaser becomes insolvent or Supplier in good faith requires security, Supplier may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; reduce any unpaid debt by enforcing its security interest in all goods (and proceeds therefrom) furnished by Supplier to Purchaser; and take any other steps necessary or desirable to secure Supplier fully with respect to Purchasers payment for goods furnished or to be furnished by Supplier. by Supplier.

## INSPECTION/ACCEPTANCE/RETURN/CANCELLATION

INSPECTION/ACCEPTANCE/RETURN/CANCELLATION In the absence of an appropriate written notice with full particulars of any deficiency in the quality or quantity of the goods, sent to Supplier after Purchasers inspection of the goods, Purchaser shall be conclusively deemed to have inspected and accepted the goods within sixty (60) days after receipt. Purchaser may not return any goods, under warranty claim or otherwise, without first reporting to Supplier the reasons for such return and first obtaining and then observing such reasonable instructions as Supplier may give in authorizing any return. In the event Purchaser desires to cancel an order, Purchase may accept such cancellation in its sole discretion, however such cancellation, modification, or suspension of order will not be accepted on terms that will not fully indeminify Supplier against its loss, including recovery of all direct costs incurred, including normal indirect and overhead charges.

## LIMITED WARRANTY

LIMITED WARRANTY Supplier warrants that all goods will be free from defects in materials and workmanship for a period of six (6) months for non-assembled goods and eighteen (18) months for assembled goods at the time of delivery by Supplier ("Limited Warranty").

The Limited Warranty does not apply if (1) the defect is the result of use or handling of the goods in a manner, circumstances or purposes other than those approved or instructed by Supplier; or (2) the goods are misused or abused or there is evidence of tampering, mishandling, neglect, accidental damages, modification or repair without the approval of Supplier.

THE LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF ALL OTHER THE LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTY IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SUPPLIER FOR LOSSES, INCONVENIENCES OR DAMAGES (WHETHER SPECIAL, INDIRECT, SECONDARY, OR CONSEQUENTIAL) ARISING FROM OWNERSHIP OR USE OF THE GOODS. REPLACEMENT, OR CREDIC (AT SUPPLIERS OPTION) UPON RETURN OF THE GOODS IS PURCHASERS SOLE REMEDY FOR ANY SUCH LOSSES, EXPENSES, INCONVENIENCES OR DAMAGES. PURCHASER HEREBY WALVES ANY RIGHTS THAT IT MIGHT OTHERWISE BE ENTITLED TO IN CONNECTION WITH THE MATTERS COVERED IN THIS PARAGRAPH.

#### NO CONSEQUENTIAL DAMAGES

NO CONSEQUENTIAL DAMAGES Under no circumstances whatsoever shall Supplier and Purchaser be liable to each other for any indirect, special, or consequential damages, whether foreseeable or unforeseeable and whether based upon lost goodwill, lost resale profits, loss of use of money, work stoppage, impairment of other assets, or otherwise and whether arising out of breach of warranty, breach of contract, strict liability in tort, negligence, misrepresentation, or otherwise, except only in the case of personal injury where applicable law requires such liability.

## PATENT, COPYRIGHT AND TRADEMARK INDEMNITY

PATENT, COPYRIGHT AND TRADEMARK INDEWNITY In the event that a good supplied by Supplier is claimed to directly infringe a United States patent, copyright or trademark or a foreign patent, copyright or trademark corresponding thereto in effect at the time Supplier issues its invoice or written acknowledgment of the order, then Purchaser shall permit Supplier, at its option and expense, either to (1) procure the right to continue to use such good, (2) replace or modify such good so that the good supplied becomes non-infringing, or (3) accept return of such good and reimburse Purchaser for the purchaser price, less a charge for reasonable wear and depreciation. Purchaser for the and depreciation.

Supplier shall at its expense defend any action against Purchaser based on a claim that a good infringes a United States patent, copyright or trademark or a foreign patent, copyright or trademark

corresponding thereto, provided that Purchaser: (1) notifies Supplier promptly in writing of such action, and furnishes copies of all demands, process and pleadings; (2) gives Supplier sole control of the defense thereof (and any negotiations for settlement or compromise thereof); and (3) cooperates in the defense thereof at Suppliers expense.

THE FOREGOING STATES THE ENTIRE LIABILITY OF SUPPLIER FOR INFRINGEMENT CLAIMS AND ACTIONS, AND PURCHASER HEREBY WAIVES ANY RIGHTS THAT IT MIGHT OTHERWISE BE ENTITLED TO IN CONNECTION WITH THE FOREGOING.

Supplier shall have no liability to Purchaser for any action or claim alleging infringement based upon any conduct involving: (1) the use of any good in a manner other than as specified by Supplier; (2) the use of any good in combination with other products, equipment, or devices not supplied by Supplier; or (3) the alteration, modification or customization of any good by any person other than Supplier, or by Supplier based on Purchasers specifications or otherwise at Purchasers direction (regardless of whether such alteration, modification or customization occurs before or after the good is originally shipped by Supplier to Purchaser). In the event of an infringement action or claim against Supplier which is based on any conduct described in the preceding sentence, Purchaser shall indemnify and hold Supplier harmless against all damages, costs or expenses, including reasonable attorneys fees paid or incurred by Supplier in connection with such action or claim.

## TOOLING, NEGATIVES, PLATES, ARTWORK AND OVERRUNS

TOOLING, NEGATIVES, PLATES, ARTWORK AND OVERRUNS If Purchaser pays for tooling, negatives or plates (collectively "tooling") then such tooling will be the property of Purchaser and will be maintained free of charge by Supplier while being used in production and for twenty-four (24) months following the last date of use, after which the tooling will be destroyed, unless otherwise agreed in writing. If Purchaser does not pay for tooling, then any such tooling will be the property of Supplier. All artwork submitted by Purchaser is subject to the approval of Supplier. Supplier will notify Purchaser of any additional charges for retouching or reworking and will bill Purchaser at cost for same. On special orders Supplier reserves the right to ship not in excess of ten percent over or under the quantity ordered.

### GENERAL

GENERAL The invalidity or unenforceability (in whole or in part) of any provision, term or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

These Terms and Conditions may not be modified, terminated or repudiated. Inese ferms and Conditions may not be modified, terminated or repudiated in whole or in part, except in a writing executed by the authorized representatives of Supplier and Purchaser. Supplier may, at its sole option, treat any attempted modification, termination, or repudiation to which it does not assent in writing, as a breach of these Terms and Conditions.

Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, Supplier will have the right to immediately cancel or terminate any and all agreements with or obligations to Purchaser relating to sales of the goods, in whole or in such part, which may result in the non-shipment or cancellation of Purchasers pending or future order(s) and/or termination of Purchasers relationship with Supplier, and to recover from Purchaser damages for breach (excluding consequential damages) and any unpaid installments due shall become immediately due and payable. All remedies in these Terms and Conditions will be cumulative, and not alternative or exclusive, and will be in addition to all other rights and remedies provided by applicable law. The exercise of failure to exercise any remedy by Supplier will not preclude the exercise of the same or other remedies under these Terms and Conditions. Conditions.

Supplier will not be deemed to have waived any provision of these Terms and Conditions or any breach by Purchaser of any provision hereof, unless specifically set forth in writing and executed by an authorized representative of Supplier. No such waiver by Supplier will constitute a waiver of such provision or breach on any other occasion.

Supplier shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation, acts or omissions of government or militar authority, terrorist actions, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars. military

These Terms and Conditions, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the substantive laws of the Wisconsin (excluding the Convention on Contracts for the International Sale of Goods) without regard to its conflict of laws rules. Any legal action with respect to any such transaction must be commenced within one year and one day after the cause of action has accrued.

These Terms and Conditions, together with any quotation, order acceptance, or invoice subject to these Terms and Conditions, constitute the entire agreement and understanding of Supplier and Purchaser. Supplier assumes no liability except as expressly provided in these Terms and Conditions.

#### ARBITRATION

ARBITRATION Any and all disputes arising under or relating to these Terms and Conditions and the transactions contemplated hereby shall be determined by binding arbitration in Milwaukee, Wisconsin in accordance with the International Arbitration Rules of the American Arbitration Association, and be conducted in the English language.

## ETHICS POLICY

Brady Corporation has a global Code of Ethics Policy (the "Policy"), whi governs the behavior and relationships between Brady employees and its customers and suppliers. The Policy can be viewed at www.bradycorp.com, the Corporate Governance tab, Ethics Guide. If you believe that a Brady employee's conduct violates the terms of this Policy, please report the violation by using the confidential website (www.bradyethics.com), telephone number or fax line as outlined on page 5 of the Policy. which