

HUDSON VALLEY COMMUNITY COLLEGE GENERAL CONDITIONS

1. No purchase is valid unless it has been processed by our Purchasing Department. The proper purchase order number and coding will be assigned by the Office of Business Services. In the case of an invalid purchase order, the person ordering is individually responsible for payment. PURCHASE ORDER number must appear on all correspondence.
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3. Time of delivery is of essence. If delivery dates cannot be met, seller must inform buyer immediately. Such notification shall not, however, constitute a change to the delivery terms of this order, unless agreed to by the buyer. Seller shall not be liable for damages arising out of either its failure to deliver or any delay in delivery occasioned by strikes, lockouts, fires, wars, or acts of God.
4. Should this order be unfulfilled as of the agreed delivery date, Hudson Valley Community College reserves the right (upon notifying the seller) to cancel this order either in whole or in part without any liability other than making payments for any usable portion of the order already delivered. not delivered in 90 days are subject to cancellation by Hudson Valley Community College as its sole option.
5. In addition to the remedies provided by law, Hudson Valley Community College reserves the right to refuse any goods in accordance with the terms and conditions of this order. Acceptance of any part of the order doesn't bind Hudson Valley Community College to accept any future shipments nor deprive it of the right to return any goods already accepted.
6. Risk of loss shall not pass to Hudson Valley Community College until goods called for in this