

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1084414

Vendor Name: Emergency Medical Products

Invoice Number: 2003132

Invoice Date: 07/19/18

PO Number: P0359217

Check Number: 0237925

Check Amount: \$ 668.96

Check Date: 08/15/2018

Department ID: 00181

Reviewer Name:

Voucher Number: V0521668

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below



**Emergency  
Medical Products**



**School Kids  
Healthcare**

# Invoice

www.BuyEMP.com  
Ph: 800-558-6270  
Fax: 800-558-1551

www.schoolkidshealthcare.com  
Ph: 866-558-0686  
Fax: 800-558-1551

Invoice	2003132
Date	7/19/2018
Page	1 of 1
Account #	45924



**3 WAY MATCH**

AUTO MIXED AADC 430 958 1 MB 0.424



Bill To:  
College of Dupage  
425 Fawell Blvd  
Glen Ellyn IL 60137-6599

Ship To:  
College of DuPage  
Shipping & Receiving/ AC Dock  
425 Fawell Blvd  
Hours 7:30 - 4:00 M-F  
GLEN ELLYN, IL 60137-6599

Thank you for your order!

Purchase Order #		Ship Via		Payment Terms			
359217		FED EX GROUND		Net 30 Days			
Item #	Description	Ordered	Shipped	B/O	UCM	Unit Price	Ext. Price
5931	LIFEPAK 12 BATTERY, NICAD	4	4	0	EACH	\$85.25	\$341.00
Z5603	ZOLL MODEL 1400/1600, M SERIES BATTERY	4	4	0	EACH	\$81.99	\$327.96
Tracking Numbers: 451053411828							

Please Remit to:  
Emergency Medical Products  
25196 Network Place  
Chicago, IL 60673-1251

Subtotal	668.96
Handling Fee	0.00
Freight	0.00
Trade Discount	0.00
Tax	0.00
Total	668.96

## STANDARD TERMS AND CONDITIONS

1. **Conditions of Transaction.** By submitting payment for the attached invoice ("Invoice"), Customer agrees the terms and conditions set forth below shall apply to the services and products (collectively the "Products") to which the Invoice relates and Customer further agrees to be bound by such terms and conditions. Company expressly rejects Customer's purchase order, or any other document or instrument issued by Customer that is not agreed to in writing by Company.
2. **Contract Documents.** To the extent there is not already an existing contract signed by Customer relating to the sale of the Products reflected in the Invoice, the Invoice and these Standard Terms and Conditions comprise the complete and final agreement between Company and Customer (the "Contract Documents") concerning its subject matter, and supersede all prior negotiations, proposals, representations, commitments, understandings, or agreements between the parties, either written or oral. No other agreement, quotation, or acknowledgment in any way modifying any of the Contract Documents will be binding upon Company unless made in writing and signed by Company's authorized representative. Content on a purchase order submitted by Customer shall be non-binding.
3. **Compliance with the Law.** Customer agrees that it will comply with all applicable laws, statutes, rules, regulations or orders of the jurisdiction where performance hereunder is carried out, as well as all applicable laws of the United States of America, including but not limited to the U.S. Foreign Corrupt Practices Act.
4. **Warranty and Limitation of Liability.** New Products purchased as reflected on the Invoice carry only those warranties as offered by the applicable manufacturer. Company offers no additional warranties relating to new Products.

Unless otherwise noted on the Invoice, recertified Products carry the following warranty:

- Three (3) year warranty from the date of the Invoice for parts and labor on automated external defibrillators (AED), excluding Lifepak 500, Philips FR2, Welch Allyn AED 10 and Welch Allyn AED20.
- One (1) year warranty on all other recertified non-AED Products from the date of the Invoice for parts and labor, unless otherwise noted on the Invoice.
- There will be no charge for parts or labor to repair a recertified Product during the warranty period. Replacement parts may, at Company's sole discretion, be new, used, reconditioned or refurbished. In the event Company elects to replace a Product, the replacement unit may, at Company's sole discretion, be new, used, reconditioned or recertified so long as the replacement unit is functionally equivalent as the original recertified Product. Repaired or replaced Products are warranted for the remaining portion of the original recertified Product's warranty period.

Warranties offered by Company do not apply to abuse, accident, acts of God, consumable parts, accessories, improper installation or operation, and/or normal wear and tear or aging.

EXCEPT AS SET FORTH HEREIN, THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS IT RELATES TO THE PRODUCTS. COMPANY'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY OR FOR ANY BREACH OF THE CONTRACT DOCUMENTS SHALL BE, AT COMPANY'S OPTION, TO REPAIR OR REPLACE THE PRODUCT, OFFER A CREDIT OR OFFER A REFUND.

COMPANY SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LOST PROFITS, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY FOR ANY CLAIM RELATING TO A PRODUCT PURCHASED BY CUSTOMER EXCEED THE AMOUNT CUSTOMER PAID FOR SUCH PRODUCT.

5. **Rewards/Free Use Program.** Customer shall be responsible for all regular service and maintenance of any Product placed through the Company's rewards and/or free use program.
6. **Delivery.** Unless stated otherwise agreed to in writing by Company or specified otherwise on the Invoice, all Products shall be shipped FOB Origin, Freight Pre-Paid and Added to Invoice. Title to Products shall transfer to Customer at the time Products are delivered to the carrier, at which point Customer shall assume the risk of loss to Products. Additional handling charges may apply and will be prepaid and added to the Invoice of all open account and credit card purchases.

For international shipments, Company will only be responsible for clearing Products for export outside of the United States. Customer shall remain responsible for (i) any and all shipping, freight and transportation costs; and (ii) licensing, fees, taxes, duties, assessments, paperwork, clearance of Products for import. Title to Products shall transfer to Customer at the time Products are delivered to the carrier, at which point Customer shall assume the risk of loss to Products.

Orders less than \$150.00 are subject to a \$10.50 small order handling fee. Controlled Substance orders are subject to a handling fee of \$11.95. Refrigerated item orders are subject to a \$14.95 handling fee. Orders subject to multiple handling fees will be charged only one fee, whichever is greatest.

7. **Payment Terms and Taxes.** Amounts payable under the Invoice are to be remitted by Customer to Company within 30 calendar days after the date of the Invoice, is payable in U.S. dollars. Unless specified otherwise on the face of the Invoice, Customer shall be responsible for all federal, state, and local taxes, including income, excise, use, and sales taxes, and customs and import duties.

Accounts delinquent over 30 days will be charged at a rate the lesser of (i) 2% per month (or 24% per annum) or (ii) the maximum amount permitted by law. Accounts past due 45 days revert to C.O.D status.

8. **Returns.** Product returns will be subject to Company's then current return policy which can be found on Company's website.
9. **No Assignment.** Customer shall not assign or transfer its rights, delegate or sublet its performance in whole or in part under the Contract Documents, or assign or transfer funds due hereunder, without Company's prior written consent. Any attempted assignment or delegation without prior written consent shall be void and shall constitute a material breach of Contract Documents. The Contract Documents shall be binding upon Customer and its respective successors and permitted assigns.

10. **Indemnity.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AGAINST ALL LOSS, DAMAGE, LIABILITY, COSTS, AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES, ANY INJURY OR DEATH TO ANY PERSON, OR DAMAGE TO ANY PROPERTY) RESULTING FROM OR IN ANY WAY CONNECTED WITH (I) THE NEGLIGENCE OR WILLFUL ACT, OR OMISSION OF CUSTOMER OR CUSTOMER'S EMPLOYEE, AGENT, OR REPRESENTATIVE; AND (II) CUSTOMER'S USE OF ANY OF THE PRODUCTS. COMPANY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION, TO CONTROL THE DEFENSE OR SETTLEMENT OF ANY CLAIM OR LAWSUIT COVERED BY CUSTOMERS' INDEMNITY HEREUNDER AND, AT COMPANY'S OPTION, CUSTOMER SHALL AT CUSTOMER'S EXPENSE (A) DEFEND ALL ACTIONS BASED THEREON, OR (B) PAY COMPANY ALL ATTORNEYS' FEES AND ALL OTHER COSTS AND EXPENSES ARISING FROM THE DEFENSE AND SETTLEMENT THEREOF BY COMPANY-INDEMNIFIED PARTIES.

11. **Governing Law.** This Contract Document and the rights and obligations of Company and Customer shall be governed and construed according to the laws of the United States of America and the State of Ohio, without giving effect to its conflict of laws principles. Customer irrevocably agrees that any legal action, suit or proceeding brought by any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal courts in Columbus, Ohio. The United Nations Convention on Contracts for the International Sale of Goods, 1980 as amended, shall not apply to this Contract Documents.

12. **EEO Compliance.** Customer agrees to comply with all federal, state and local law respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60-1.4. Customer shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Customer shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. **Miscellaneous.** No course of dealing between the parties or any waiver of a breach of any provision of the Contract Documents shall constitute a waiver of any other breach of such provision. Should any provision of the Contract Documents be held invalid or unenforceable, the remaining terms will remain in full force and effect, consistent with the terms of the Contract Documents taken as a whole. Each party shall be deemed an Independent Contractor of the other. Neither party shall be deemed an agent of the other. This agreement shall be governed, interpreted and construed in the English language hereof, regardless of any translations that may be made into any other language.

14. **Force Majeure.** In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.