

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1534809
Vendor Name: The New Haven Companies
Invoice Number: 0090588176
Invoice Date: 10/04/18
PO Number: P0360520
Check Number: 0244613
Check Amount: \$ 925.00
Check Date: 11/14/2018
Department ID: 20025
Reviewer Name:
Voucher Number: V0540389
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below



INVOICE

Please remit to:
The New Haven Companies, Inc.
4801 Solution Center Chicago, IL
60677-4008

SOLD TO

COLLEGE OF DUPAGE
425 FAWELL BLVD.
GLEN ELLYN IL 60137
United States

SHIP TO

COLLEGE OF DUPAGE
425 FAWELL BLVD.
GLEN ELLYN IL 60137
United States

INVOICE NO.

0090588176

INVOICE DATE

SHIP VIA

F.O.B.

TERMS

CUSTOMER NO.

WAREHOUSE LOCATION

10/4/2018

NHME

ORIGIN

Net 30 Days

9COLL05

Chicago

PURCHASE ORDER NO.

ORDER DATE

PHONE

SALES ORDER NO.

SALESPERSON

Oct 3, 2018

(630) 942-2978

13493909-0

H31

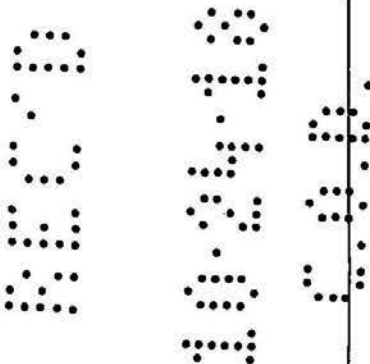
QUANTITY

B.O.	REQ.	SHIPPED	UOM
	400	400	EA
	1	1	EA

Part Number
NH726
FUELSC

Description
LEGAL TOTE CTN 2.3 KRAFT
FUEL SERVICE CHARGE

UNIT PRICE	EXTENDED PRICE
2.250	900.00
25.000	25.00



New Haven Moving Equipment

Thank you for your business — we care about your success

www.newhaven-usa.com

Sub Total \$925.00

Sales Tax 74.00

TOTAL DUE \$999.00

16 Locations to serve you!

Los Angeles 800-421-8700
San Leandro 800-624-7950
Minneapolis 888-688-7400
Washington D.C. 800-788-7237
San Antonio 800-961-7237
Kansas 913-541-2635

Phoenix 877-643-7237
St. Louis 844-390-7237
Louisville 800-477-8723
New Haven 800-743-7237
New Jersey 877-937-7237

Dallas 800-756-0099
Houston 800-688-4299
Denver 877-770-7237
Miami 877-636-7237
Chicago 800-727-9555

PLEASE SEE TERMS, CONDITIONS OF SALE AND WARRANTY ON REVERSE SIDE.

ADDITIONAL TERMS AND CONDITIONS

Buyer and The New Haven Companies, Inc., being the vendor of goods and/or services named on the reverse side of this invoice ("Seller") agree to be bound by all terms and conditions governing the purchase and sale of the merchandise listed in this invoice (the "Merchandise") contained or incorporated herein, all of which are a part of this invoice and should be carefully read. If any provisions in Buyer's purchase orders, billing statements, acknowledgement forms or similar documents are inconsistent with the provisions of this invoice, the terms of this invoice shall control.

1. **ORDERS.** All Buyer's orders, whether written, verbal or transmitted through Seller's website, are subject to acceptance by Seller and shall be deemed accepted only by Seller on its written acknowledgement of order or actual shipment or delivery of ordered Merchandise. All acceptance of orders by Seller, as aforesaid, are subject to correction due to clerical and stenographic errors. All orders accepted by Seller are subject to credit approval by it, and Seller reserves the right to withhold delivery or stop shipment on accepted orders without any liability on its part if, in its sole opinion, they Buyer's ability to pay for goods or services on Seller's terms and conditions is in doubt.
2. **PRICE.** The price of any goods or services sold by Seller will be price set forth in Seller's price list and/or appropriate bulletin in effect on the date of shipment, unless another price is agreed to by Seller in writing. Prices set forth in Seller's price list are subject to change at any time without notice to Buyer. Any taxes which Seller may be required to pay or collect, under any existing or future law, upon or with respect to the production, sale, purchase, delivery, storage, processing, use or consumption of any of the Merchandise, including taxes upon or measured by the receipts from the sale thereof, shall be charged to and promptly paid by the Buyer. The Merchandise will be packed accordance with Seller's then prevailing packaging practices. All costs for the packaging requested by Buyer will be charged to and paid by Buyer and is not included as part of price list.
3. **DELIVERY.** Delivery shall be made in accordance with the terms on the face hereof. All delivery dates specified by Seller are approximate and not guaranteed. Seller shall in no event be liable for any delays or failure in the delivery of shipment of goods or for any damages suffered by reason thereof. In the event Seller at any time shall be unable to timely fill all orders for products or goods made by Seller, Seller shall have the right to allocate its personnel, inventory and production capacity among its customers and otherwise in such manner as Seller, in its sole discretion determines.
4. **ACCEPTANCE.** If Buyer fails to give written notice to Seller of a warranty claim within three (3) days from date of delivery of the Merchandise, the Buyer shall be deemed to have waived any defects with respect to the shipment of Merchandise, including crushed or scratched Merchandise, and Buyer shall have no right to credit or offset with respect thereto.
5. **EXCLUSIONS AND LIMITATIONS: WARRANTY.** EXCEPT AS EXPRESSLY NOTED BELOW IN THIS SECTION 5, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. SELLER'S LIABILITY FOR BREACH OF WARRANTY HEREUNDER IS LIMITED SOLELY TO THE REPLACEMENT OF THE DEFECTIVE MERCHANDISE, WHICH SHALL BE RETURNED TO THE LOCATION OF SELLER'S FACILITY AS SELLER ADVISES, FREIGHT PREPAID BY BUYER. THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OF BUYER AND THE SOLE LIABILITY OF SELLER UNDER THIS WARRANTY. SELLER HEREBY DISCLAIMS, AND BUYER HEREBY WAIVES, ANY TORT LIABILITY, ANY LIABILITY FOR ANY COSTS, LIABILITIES, LOSS OF GOODWILL OR ANY OTHER GENERAL, SPECIAL, REJECTED AND DEFECTIVE UPON INITIAL DELIVERY FROM SELLER TO BUYER OR ITS DESIGNEES.
No person is authorized to change, add to, or create any warranty or obligation other than that set forth herein.
PRODUCTS MANUFACTURED AND/OR ASSEMBLED BY SELLER are warranted for a period of three (3) months from date of shipment to be free from defects in material. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF VEHICLE, CARGO OR PROFITS. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS INVOICE MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE DATE OF THIS INVOICE.
6. **BUYER WARRANTIES.** Buyer hereby warrants that all designs, trade names and labels provided by Buyer to Seller, if any, do not and will not by the performance of this Agreement, violate any patent, trademark, service mark, trade secret or other proprietary right of any party. Buyers shall indemnify Seller for any loss, cost, damage or expense (including attorneys' fees) incurred by Seller as a result of such infringement.
7. **THIRD PARTIES.** No representations or warranties made by Seller with respect to the services rendered or products sold pursuant to this Agreement shall be for the benefit of any person or entity other than Buyer. Further, no person or entity other than Buyer shall have the right to rely on any provisions of this Agreement, nor shall Seller have any liability to any such third parties for any actions by Buyer or for any representations or warranties made by Buyer to such third parties. Any modification or alteration of the Merchandise or its packaging, other than by Seller, shall abrogate any warranties made by Seller with respect to such products.
8. **CANCELLATION OF ORDERS.** After Seller's acknowledgement of order has been issued, no order may be modified or cancelled without the written agreement of Seller.
9. **RETURNED GOODS.** No Merchandise may be returned without the prior written approval of Seller. All transportation costs for Merchandise must be paid by Buyer.
10. **TERMS OF PAYMENT.** The purchase price for the Merchandise shall be paid in accordance with the terms set forth on the face hereof. No discount shall be allowed for freight, taxes and special charges. In the event any invoice is not paid when due, Seller shall charge Buyer interest at the lower of one and three-quarters percent (1 3/4%) per month (or any fraction thereof) or the highest rate allowed by law on the unpaid balance thereof, plus all of Seller's costs of collection, including attorney's fees and court costs.
11. **NON-WAIVER BY SELLER.** No waiver by Seller of a breach of any provision hereof shall constitute a waiver of any subsequent breach of such provision or of any other provision.
12. **CHANGES IN PRODUCTS.** Seller is periodically striving to effect improvements in its products. Therefore, Seller reserves the right to effect reasonable changes of any kind to its products without notice and to deliver revised products in fulfillment of any accepted order.
13. **MISCELLANEOUS.** (a) All rights granted to Seller hereunder shall be in addition to and not in lieu of Seller's rights arising by operation of law; (b) any provisions of this invoice which are typewritten or handwritten by Seller shall supersede any contrary or inconsistent printed provisions; (c) no modification of terms of this invoice shall be valid unless in writing and signed by Seller; (d) should any of the provisions of this invoice be declared by a court of competent jurisdiction to be invalid, such decisions shall not affect the validity of any remaining provisions; and (e) all of the terms herein shall apply to additional quantities of Merchandise ordered by Buyer except to the extent covered by a new written agreement.
14. **GOVERNING LAW.** THIS DOCUMENT AND ANY AGREEMENT ARISING OUT OF THIS TRANSACTION SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE FROM WHICH THE MERCHANDISE HAS BEEN SHIPPED OR, IF BUYER PICKS UP THE MERCHANDISE FROM SELLER'S FACILITY, THE STATE IN WHICH SUCH FACILITY IS LOCATED. SELLER AND BUYER EACH WAIVES ITS RIGHT TO A JURY TRIAL.
15. **FAIR LABOR STANDARDS ACT.** Seller warrants that the Merchandise has been manufactured in accordance with the Fair Labor Standards Act of 1938, as amended.
16. **USE TAX.** Buyer may owe use tax on this purchase based on the total sales price of the purchase. It is Buyer's responsibility to contact the appropriate taxing authorities of the location where the merchandise has been shipped, used or consumed to report and pay any such taxes.

REV. 02/2017

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