

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1600348
Vendor Name: Scherba Industries Inc
Invoice Number: 032221D
Invoice Date: 03/22/21
PO Number:
Check Number: 0279217
Check Amount: \$ 362.75
Check Date: 04/13/2021
Department ID: 17100
Reviewer Name: Beverly Smith
Voucher Number: V0665994
Redaction Type: None
Document Type: AP Invoice

Document Below



MAKE CHECKS PAYABLE TO
SCHERBA INDUSTRIES, INC.

2880 Interstate Pkwy, Brunswick, OH 44212
t. 330.273.3200 f. 330.273.3212

INVOICE

INVOICE DATE 2/26/21
INVOICE NO. 032221D

CUSTOMER NO.

SOLD TO: College of DuPage
Acct Payable
425 Fawell Blvd
Glen Ellyn, IL 60137

SHIPPED TO: Same

PAGE

F.O.B. POINT		CUSTOMER ORDER NO.		SHIP VIA	TERMS	SALESPERSON	OUR ORDER NO.
Brunswick, OH				Install	Net 21	111	
ITEM NO./ SERIAL NO.	UNIT	QUANTITY ORDERED	QUANTITY BACKORDERED	QUANTITY SHIPPED	UNIT PRICE	EXTENDED PRICE	
Lift for Install		1			\$362.75	\$362.75	

**INVOICE REVIEWED
OKAY TO PAY**

ABBY SMITH 03/22/21
03/25/21 - RYAN KAISER

PLEASE PAY FROM
THIS ORIGINAL INVOICE
NO STATEMENT WILL BE SENT

SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE. A
FINANCE CHARGE OF 1- ½ PERCENT PER MONTH (18 PERCENT
PER ANNUM) WILL BE ASSESSED ON ALL INVOICES PAST 21 DAYS.

SUBTOTAL: \$362.75
SALES TAX:
SHIPPING + HANDLING:
TOTAL AMOUNT: \$362.75
PAYMENTS DUE:
TOTAL BALANCE DUE:

From: Barrios, Isabel <barriosi142@cod.edu>
Sent: Mon Mar 22 11:33:36 CDT 2021
To: invoicing@cod.edu
CC:
Subject: FW: [External] RE:College of DuPage Lift Invoice; Revised Invoice 30440

From: Shelley Ritley <s.ritley@scherba.com>
Sent: Monday, March 22, 2021 11:04 AM
To: Barrios, Isabel <barriosi142@cod.edu>
Cc: Ashley Ritley <a.ritley@scherba.com>; B Coon <bcoon@gamedayvision.com>; Kaiser, Ryan <kaiserr2964@cod.edu>; Brom, Theodore <bromt@cod.edu>
Subject: [External] RE:College of DuPage Lift Invoice; Revised Invoice 30440

CAUTION: This email originated from outside of COD's system. Do not click links, open attachments, or respond with sensitive information unless you recognize the sender and know the content is safe.

Isabel,

Lift invoice is attached, I've also adjusted the original invoice back to the amount on the PO, it is attached.

Thank you,

Shelley Ritley

Accounting Dept.

Scherba Industries, Inc.

Gorilla Graphics

Inflatable Images

Game Day Visions

2880 Interstate Parkway

Brunswick, OH 44212

P: 330/273-3200 x155

F: 330/273-3212

s.ritley@scherba.com



From: B Coon <bcoon@gamedayvision.com>
Sent: Monday, March 22, 2021 7:51 AM
To: Shelley Ritley <s.ritley@scherba.com>
Cc: Ashley Ritley <a.ritley@scherba.com>
Subject: FW: SHERBA INDUSTRIES

Shelley:

Please see below for the College of Dupage. Do I need to do anything to facilitate this billing procedure?

Brian Coon

GameDay Vision
607-227-5675
www.gamedayvision.com

From: Kaiser, Ryan <kaiserr2964@cod.edu>
Sent: Wednesday, March 17, 2021 3:39 PM
To: B Coon <bcoon@gamedayvision.com>
Subject: FW: SHERBA INDUSTRIES

Just so you are aware.

rk

Ryan Kaiser

Director, Athletics and Recreational Programs
College of Dupage
(630)-942-2895 *Phone*
(630)-942-3601 *Fax*



From: Barrios, Isabel <barriosi142@cod.edu>
Sent: Wednesday, March 17, 2021 2:32 PM
To: Brom, Theodore <bromt@cod.edu>
Cc: Kaiser, Ryan <kaiserr2964@cod.edu>
Subject: SHERBA INDUSTRIES

Hi Ted,

I received the invoice below for processing. As you can see the invoice also includes a charge for a lift for installation. The purchase order however does not include the lift charge. Therefore I will have to short pay the vendor the invoice less the \$362.75. Please reach out to them and let them know that when payment is issued they will only receive the amount of \$20,347.07 as stated on the PO. Please have them issue a separate invoice for the lift charge if this is something you agree to pay.

The PO is already received in the system, so when I voucher it, it will not be routed for approval since I can process as a "3 way Match". If this is ok with you I will go ahead and process for payment this way.

Also, the payment will not be issued right away. The invoice is for over \$15k which requires Board Approval. This will only be presented to the board at their next meeting which I believe is next Thursday.

If you have any questions, please let me know.

Thanks.





Isabel Barrios

Accounts Payable Team Lead

Cash Disbursements/Payroll Department

College of DuPage

425 Fawell Blvd | SRC 2132 | Glen Ellyn, IL 60137-6599

phone 630-942-3412 | barriosi142@cod.edu



[attachment: College of DuPage Lift Invoice.pdf]

TERMS AND CONDITIONS OF SALE
SCHERBA INDUSTRIES, INC.

These conditions apply to all quotations, orders and contracts existing and future

1. **CONSTRUCTION AND LEGAL EFFECT:** Our sale to you is limited to and expressly made conditional on your assent to the typed and printed terms and conditions of sale on the face and reverse side hereof, all of which form a part of the order and which supersede and reject all prior writings, representations, negotiations and purchase orders with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. Further, these conditions of sale shall apply to all future orders, contracts and quotations between the parties.
2. **PRICES:** Unless otherwise noted on the face hereof, prices are net, FOB, our plant. Stenographic, clerical and mathematical errors are subject to correction. Orders which are subject to future shipment, for which prices have been quoted, are subject to change without notice.
3. **DELIVERY:** Dates for furnishing services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of required deposits, complete technical data and specifications as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, causes designated as acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control. In no event shall we be liable for any damages or penalties whatsoever, whether incidental, direct, indirect, special or consequential, resulting from our failure to perform or delay in performing.
4. **SHORTAGE, DAMAGE, RISK OF LOSS, ERRORS IN SHIPMENT:** Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property shall be borne by you, and such loss, injury or destruction shall not release you from payment of purchase price. You shall not receipt for goods that are not in accordance with bill of lading or express receipt, without proper notation to the carrier, and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment promptly. You shall inspect and examine all items and goods covered by the order when unpacking crates, unloading truck, or un-boxing goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery. Goods must be inspected immediately, and any revocation, claim, complaint, and/or rejection must be made within ten (10) days of receipt of said goods.
5. **TAXES:** Our prices do not include sales tax, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law, consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties, with respect to the materials covered by the order, and shall save us harmless therefrom.
6. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof, payment for goods shall be thirty (30) days net. Prorate payment shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. All past-due accounts will bear interest at a rate of one and one-half percent (1 1/2%) per month, and if Purchaser fails to pay promptly, Purchaser will also be responsible for all costs of collection, including reasonable attorney fees and court costs.
7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specifications, except upon our written consent, and we may require as a condition of such consent reimbursement for any cost incurred in performance of order in original form.
8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the goods are ready for shipment. If you fail to make payment and furnish shipping instructions, we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay, shall be payable by you.
9. **DISCLAIMER OF WARRANTIES:** SCHERBA INDUSTRIES, INC. DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS BEING SUPPLIED PURSUANT TO THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL SCHERBA INDUSTRIES, INC. BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND SCHERBA INDUSTRIES, INC.'S LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH THE LIABILITY IS CLAIMED. PURCHASER'S SOLE REMEDY SHALL BE EITHER THE COST OF SAID GOODS, OR REPLACEMENT THEREOF, AT THE OPTION OF SCHERBA INDUSTRIES, INC. ANY ACTION FOR BREACH OF CONTRACT OR BREACH OF WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE OF SHIPMENT OF THE PRODUCT.
11. **APPLICABLE LAW:** The rights and duties of the parties shall be governed by the laws of the State of Ohio.
12. **CHOICE OF FORUM AND JURISDICTION:** The parties agree that this Agreement, and the obligations and duties created hereby, are to be performed in the State of Ohio. The parties hereto agree that neither of them shall commence any action whatsoever, at law or in equity, for any matter or assert any claims relating to or arising from this agreement or the relationship of the parties, in any court other than those located in the County of Medina, State of Ohio. The parties hereto hereby consent to the jurisdiction of the state and federal courts located in Medina County, State of Ohio, for the litigation of any claims that exist or arise between them now or in the future. The parties hereby stipulate that venue, as well as jurisdiction, is proper only in Medina County, State of Ohio.
13. **NO OTHER CONTRACT PROVISIONS:** Terms and conditions of your order shall be without force and effect, except as they are identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power or authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained in writing. These terms and conditions shall, without change, modification, or addition, be incorporated in and become a part of any agreement between the parties.
14. **INDEPENDENT CLAUSES:** Each clause of these terms and conditions shall be construed as standing independently. In the event any clause or section is deemed by a court of law or equity to be invalid, only the particular clause or section shall be without effect while all other clauses and sections are left intact.