

PURCHASE ORDER TERMS AND CONDITIONS (ACNI 1001 AUG 2014)
UNITED STATES MARINE CORPS (NONAPPROPRIATED FUNDS)

- 1. Delivery Instructions.** (a) Include itemized packing list with shipment; (b) Clearly mark order number on the outside of each carton.
- 2. Billing Instructions.** (a) Issue separate invoice for each order; (b) Mail invoice under separate cover (do not pack invoice with items shipped); (c) Transportation charges must be identified and added to invoice, if applicable; and (d) Include full name and address of the MCCS Activity and order number on all delivery documents.
- 3. Prices.** Supplier guarantees that prices quoted, including any discounts and other terms and conditions, do not exceed prices charged the Supplier's other customers for like items in similar quantities under comparable conditions in the same time frame. If the Supplier subsequently agrees to sell the item to another customer at lower prices, Supplier is obligated to promptly offer the lower price in writing to the MCCS Activity. In the event the Supplier extends voluntary price reductions, promotional offers, or other special terms to other customers, the Supplier is obligated to extend the same to the MCCS Activity.
- 4. Backorders.** Backorders shall be shipped prepaid at the expense of the Supplier if the multiple shipment results in a total transportation cost higher than the transportation cost of a single shipment. This paragraph does not apply if this order specifies separate shipments or if shipments are to be made via the USPS, UPS, or other courier service.
- 5. Changes/Substitutions.** Only the Purchasing Agent/Contracting Officer has the authority to make changes to this order. All changes will be made by written modification.
- 6. Inspection.** Inspection will be made after delivery at the destination specified in the order. Any items or services that do not conform to the order specifications will be rejected and any expense resulting from such non-conformance will be the responsibility of the Supplier. Any item delivered under this order found to have latent defect(s) may be returned to the Supplier for replacement or refund. In the event item(s) are returned for refund, the MCCS Activity may purchase the same or similar item(s) as those returned and the Supplier will be liable for all excess costs.
- 7. Warranties.** The Supplier warrants that the items delivered under this order are merchantable and fit for use for the particular purpose described in this order. Additionally, the items or services furnished under this order are covered by the most favorable warranties the Supplier gives to any customer for such items or services.
- 8. Advertisements.** The Supplier shall not represent in any manner, express or implied, that it is an agent of the U.S. Government, the U.S. Marine Corps, or the MCCS Activity. Supplier shall not represent that items or services purchased under this order are approved or endorsed by any element of the United States Government.
- 9. Examination of Records.** (a) This clause is applicable if the amount of this contract exceeds \$10,000, and the contract was entered into by means of negotiation. The contractor agrees that the Contracting Officer or the Contracting Officer's duly authorized representative shall have the right to examine and audit the books and records of the contractor directly pertaining to the contract during the period of the contract and until the expiration of three (3) years after final payment under the contract. (b) The contractor agrees to include the clause in (a) above, in all subcontracts hereunder that exceed \$10,000.
- 10. Non-discrimination Clause.** Each order over \$10,000 will comply with the requirements of Executive Order No. 11246, as amended.
- 11. Obligations.** Only nonappropriated funds will become due and payable as the result of any claims or liabilities that result from this order. This order shall not be construed to obligate any appropriated funds of the United States.
- 12. Disputes.** Any dispute or claim concerning this order which is not settled by agreement shall be decided by the Purchasing Agent/Contracting Officer, who will provide a written decision by mail or otherwise to the Supplier. Within 90 days from the date of receipt, the Supplier may appeal the decision of the Purchasing Agent/Contracting Officer to the Installation Commander. When applicable, disputes will be processed in accordance with the Contract Disputes Act of 1978. Pending final decision on any dispute, the Supplier shall proceed diligently with the performance of this order and in accordance with the Purchasing Agent's/Contracting Officer's decision.
- 13. Termination for Convenience.** The MCCS Activity reserves the right to terminate this order, or any part of it, for its convenience. The MCCS Activity will only be liable for items or services accepted and for items or services not past due which were scheduled for delivery within ten days after receipt of the termination notice.
- 14. Termination for Cause.** The Purchasing Agent/Contracting Officer may, by written notice, terminate this order, or any part of it, for cause in the event of any default by the Supplier. In the event of termination for cause, the MCCS Activity shall not be liable for any amount of items or services not accepted, and the Supplier shall be liable to the MCCS Activity for any and all rights and remedies provided by law. If it is determined that the MCCS Activity improperly terminated this order for default, such termination shall be deemed a termination for convenience.
- 15. Taxes.** This purchase is not subject to state or local taxes. Supplier is not an agent of the MCCS Activity or the U.S. Government. Supplier is responsible and assumes complete liability for all federal, state, and local taxes applicable to its property, income and transactions relating to this order.
- 16. Legal Status and Governing Law.** The MCCS is a nonappropriated fund instrumentality of the U.S. Government. As a nonappropriated fund instrumentality, its officers, offices, annexes, and individual outlets are an integral part of the U.S. Government and share in all privileges and immunities thereto. The laws applied by the federal court in the applicable jurisdiction will govern this order. MCCS procurement is governed by Department of Defense Instruction (DODI) 4105.67 available at <http://www.dtic.mil/whs/directives/corres/ins1.html> and Marine Corps Order 7010.20 available at <http://www.marines.mil/News/Publications/ELECTRONICLIBRARY.aspx>.

Supplier Must Notify the MCCS Activity Immediately if it is Unable to Complete Order by Required Date.