PURCHASE ORDER TERMS AND CONDITIONS

1. To insure prompt payment, mail an invoice for each shipment. Invoices not mailed as directed may delay payment or become lost. Mail invoices to: Weber State University, Purchasing Dept, 3850 Dixon Parkway, Dept 1013 Ogden, Utah 84408-1013.

2. The laws of the State of Utah, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of this purchase order.

3. None of the TERMS OR SPECIFICATIONS STATED in this purchase order may be added to, modified, superseded or otherwise altered except in writing, signed by an authorized representative of the Purchasing Department and sent by the Purchasing Department. Each shipment received by WSU from vendor shall be deemed to be only upon the terms contained in this purchase order notwithstanding any terms that may be contained in any acknowledgment, invoice form or other act of vendor, notwithstanding any Purchasing Department act of accepting or paying for any shipment or similar act of the Purchasing Department.

4. This purchase order is an ACCEPTANCE of your OFFER as summarized in your quotation. When this purchase order is an OFFER to buy, your ACCEPTANCE must show promised deliver date and method of shipping, including routing and names of carriers.

5. a. PLEASE ADVISE PURCHASING AGENT immediately if you cannot make complete shipment to arrive on your promised delivery date as noted.

b. Your ACKNOWLEDGMENT must show expected shipping date and method of shipping, including routing and names of carriers.

c. In the event of VENDOR’S FAILURE to deliver as and when specifically promised, WSU reserves the right to cancel this purchase order, or any part thereof, without prejudice to its other rights and VENDOR agrees that WSU may return all or part of any shipment so made and may charge vendor with any loss of expense sustained as a result of such failure to deliver as promised.

6. CASH DISCOUNT PERIOD will start from date of receipt of acceptable invoice or from date of receipt of acceptable merchandise at destination, whichever is the later.

7. This ORDER is made of the following express terms.

a. That GOODS REJECTED due to failure to meet specifications, either when shipped or due to defects or damage in transit, may be returned to you for credit, and are not to be replaced except upon receipt of written instructions from WSU.

b. That GOODS are subject to WSU inspection on arrival.

c. That if PRICE is omitted on purchase order, vendor’s price will be the lowest prevailing market price.

d. Additional charges for packing will not be accepted.

e. One copy of the packing list must accompany each shipment.

f. If all material has not been received within 90 days, this order is subject to cancellation unless WSU has been advised of and has agreed to a longer deliver date.

g. Shipments must be F.O.B. WSU, Ogden, Utah unless otherwise specified on this order. If permission is given to prepay freight and charge separately, the original freight bill must accompany invoice.

8. Vendor certifies that it meets prevailing WAGE RATES in its area.

9. EQUAL OPPORTUNITY CLAUSE AND CERTIFICATION OF NON-SEGREGATION FACILITIES. The vendor agrees to comply with the letter and spirit of the Federal Executive Order No. 11246 issued by the President of the United States as amended by Executive Order No. 11375, as applicable, which are incorporated herein by reference.
The vendor agrees to comply both specifically and with the intent of the American Disabilities Act of 1990 as well as Sections 503 and 504 of the Rehabilitation Act of 1973 as amended. These Acts deal with nondiscrimination in hiring and personnel practices and making facilities accessible to the disabled.

10. Compliance with the provisions of the Davis-Bacon-Act when applicable.

11. INDEMNIFICATION. To the extend authorized

by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and courts awards including costs, expenses, and attorney fees incurred as a result of any act of omission by the contractor, or its employees, agents, sub-contractors, or assignees pursuant to the terms of this contract.

12. TERMINATION. Settlement of purchase orders terminated for convenience of WSU not involving delay or late deliver, MAY be effected by negotiated agreement. Every effort will be made to reach a fair and prompt settlement with the vendor.

13. Receipt of the merchandise services or equipment in response to this order can result in authorized payment on the part of WSU. However, it is to be understood that FINAL ACCEPTANCE is dependent upon completion of all applicable required inspection procedures. Should the services rendered or merchandise furnished fail to meet inspection requirements, the Purchasing Department reserves the right to open negotiations with the vendor to permit a mutually acceptable and equitable solution to the transactions.

14. Neither party to this contract may assign or transfer a portion of this agreement without the prior written consent of the other party.

15. All provisions and remedies of the Uniform Commercial Code relating to both implied and express warranties are herewith referred to and made part of this agreement.

16. All parties to this contract agree that the representative named herein are in fact, bona fide and possess full and complete authority to bind said parties.

17. All shipments in response to and in full accordance with authorized purchase orders having accompanying documents of title are subjects to physical inspection prior to acceptance.

18. DEBARMENT. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction(contract), by any governmental department or agency. If the Contractor cannot certify this statement, submit written explanation for review by WSU.

19. NONAPPROPRIATION OF FUNDS: Vendor acknowledges that WSU cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to WSU is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, WSU may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from WSU upon thirty (30) days written notice. In the case that funds are not appropriated or are reduced, WSU will reimburse the vendor for products delivered or services performed through the date of cancellation or reduction, WSU will not be liable for any future commitments, penalties, or liquidated damages.

20. If this purchase order is issued from a Request for Proposal process and provides for the physical performance of services within the State of Utah, Vendor or Vendor’s service provider is required to register and participate in the Status Verification System (E-verify) to verify the work eligibility status of Vendor’s or Vendor’s Service Provider’s employees hired on or after July 1, 2009 and employed in the State of Utah, in accordance with UCA Section 63G-11-103.