



General Terms and Conditions
Applicable to All University Purchases
Effective 07/01/01

- 1. The University Purchase Order, together with any specifications, schedules, exhibits, riders, or other writings that may be attached thereto or provided for hereunder and by reference made a part of, sets forth the complete and final agreement between The University and Seller in respect of the subject matter of the purchase; and no amendments or modifications of or supplements to the provisions of the Purchase Order will be valid and binding upon The University unless in writing and signed by an authorized representative of The University. In the event of any inconsistency between these Terms and Conditions and the provisions on the face of the Purchase Order or on any supplement attached thereto, the provisions contained on the face of the Purchase Order or on such supplement shall control. Seller's acceptance or, at the election of The University, Seller's commencement of performance of the Purchase Order shall constitute acceptance by Seller of all of the terms and conditions of a University Purchase Order.**
- 2. The term "goods," as used in University Purchase Orders, shall mean the materials, supplies, articles, equipment, structures, work or services covered by the Purchase Order.**
- 3. Seller expressly warrants that all goods will conform to the specifications, drawings, samples, and other descriptions furnished or specified by The University and will be merchantable, suitable for the purposes intended, and free from defects in material, workmanship, design and title. In addition to any other remedies The University may have, The University may reject goods not conforming to the foregoing warranties, whether or not The University shall have previously accepted such goods or any prior payment made thereon. If such goods are rejected, The University shall in writing so notify Seller, and The University, at its option and at the expense and risk of Seller, may either return such rejected goods to Seller or hold them for such disposal as Seller shall indicate, without notice to any other person whatever, notwithstanding any assignment by Seller of this Purchase Order or of any sums there under. Any payments made on such rejected goods shall immediately be refunded to The University.**
- 4. The quantity of goods, as indicated on the face of the Purchase Order, must not be exceeded without specific authority in writing being first obtained from The University's Department of Purchasing. Any quantity of goods delivered to The University in an amount in excess of the quantity of goods indicated on the face of the Purchase Order may be returned to Seller at Seller's cost.**
- 5. Unless Seller's failure to make timely delivery of the goods is excused in accordance with the provisions of paragraph six (6) hereof, Seller's failure to make timely delivery, or Seller's breach of any of the other terms and conditions of a University Purchase Order, shall constitute sufficient cause for The University, at its option to terminate the Purchase Order either in whole or in part and to charge Seller for any damages or losses The University may sustain as a result of Seller's default. Any failure by The University to exercise this option with respect to any installment shall not constitute waiver with respect to subsequent installments. In the event, Seller becomes insolvent or makes a transfer for the benefit of creditors in bankruptcy or any other insolvency proceedings are instituted by or against Seller, The University shall have the right to immediately terminate the Purchase Order.**
- 6. Seller, upon giving prompt written notice to The University, shall not be liable for delay or failure to supply the goods orders, nor shall The University be liable for failure to accept the goods, if such delay or failure is due to causes beyond the reasonable control of Seller or The University, as the case may be, including, but not limited to acts of God, force majeure, fire, malicious mischief,**



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accident, transportation tie-up, riot, strike, slowdown or labor stoppage of any kind or act of any government, foreign or domestic. Any such delay or failure shall give The University the right, at its option, to cancel all or such portion of the Purchase Order as it may elect.

7. An invoice indicating the proper University Purchase Order Number **MUST BE PROVIDED IMMEDIATELY AFTER SHIPMENT OF GOODS**. Unless written notice to the contrary is given to The University by the Seller prior to shipment, all invoices for goods shipped on the Order shall be rendered by and payable to Seller. When prepaid transportation charges are incurred upon direction of The University, the prepaid receipted transportation bill must support the invoice. Invoice payment dates will be computed from the date of shipment or from the date a valid invoice is received by The University, whichever is later.
8. All applicable provisions of the State of Ohio and federal laws relative to equal employment opportunity are incorporated into University purchases.
9. All rights and remedies of The University specifically set forth in Purchase Orders shall be cumulative and in addition to any other or further rights and remedies provided in law or equity. Failure of The University to insist upon strict performance of any term or condition of a Purchase Order shall not be deemed to be a waiver of The University's rights and remedies. No waiver by The University of any default by Seller of any term or condition of a Purchase Order shall be effective unless in writing and signed by an authorized representative of The University, nor shall any such waiver constitute a waiver of any other default or of the same default on a future occasion.
10. University Purchase Orders shall be governed by the applicable laws of the State of Ohio in all instances, including but not limited to terminations bearing a reasonable relation to this state, to another state or nation.
11. The University of Akron is exempt from State of Ohio Tax and most Federal Taxes. The person whose signature appears on University Purchase Orders hereby certifies that he/she is an officer of The University of Akron and that he/she is authorized to execute tax exemption certificates and that the article or articles purchased by The University is/are for the exclusive use of The University of Akron, Akron, Ohio.

NOTE:

The Vendor must support all individual sales made to the University with a separate invoice or record, showing a description of article or articles, price for each item, and total amount involved in each transaction.