



Ursinus College

PURCHASE ORDER Terms & Conditions

1. **1. NONDISCRIMINATION.** It is the policy of Ursinus College and expected of seller to not discriminate in education or employment on the basis of sex, sexual orientation, race, color, age, religion, nation origin, physical disability or handicap. This policy is consistent with relevant governmental statutes and regulations, including those pursuant to the Equal Opportunity Act, Title IX of the Federal Education Amendments of 1972 and Section 504 of the Federal Rehabilitation Act of 1973.

2. **2. COMPLIANCE WITH LAWS AND REGULATIONS.** The Seller agrees to comply with all applicable Federal, State and local statutes, ordinances, and regulations.

3. **3. THE CONTRACT-ACCEPTANCE-MODIFICATION-WAIVER.** The contract between the Seller and the Buyer is embodied in the terms and conditions of the Purchase Order, together with any supplemental documents, specifications, drawings, notes, instructions, engineers' notices or technical data referred to herein all of which are hereby incorporated by reference, all of such documents begin herein after individually and collectively referred to as "Purchase Order". Seller accepts the terms of this Purchase Order by commencing performance hereunder or returning a written acknowledgement to Buyer. In the event that Seller submits its own form for acknowledgement, such submission shall constitute an agreement to the terms and conditions of this Purchase Order and any terms thereof at variance with the terms of this Purchase Order shall be ineffective unless specifically accepted in writing by Buyer. This Purchase Order sets forth the entire understanding of the parties with respect the subject matter hereof. No waiver or modification of any provision of this Purchase Order shall arise or be valid unless made in writing by amendment hereto duly executed by Buyers properly designated representatives on Buyer's Purchase Order form and waiver of any one default shall not waiver subsequent defaults. The failure of Buyer to insist upon strict performance of any of the terms of this Purchase Order or to exercise any rights herein conferred, shall not constitute a waiver of Buyer's right to assert or rely on any such terms or rights on any future occasion.

4. **4. ASSIGNMENT.** This Purchase Order and the monies due hereunder shall not be assigned by Seller.

5. **5. DELIVERIES.** Buyer's school calendar schedules are based upon the agreement that materials will be delivered to Buyer or services performed for Buyer by the date specified on the face of this Order. Time is therefore the essence of this Order. If Seller fails to make deliveries or perform the services of the time agreed upon or performs the work hereunder in such a fashion as endangers its ability to make timely deliveries or to render timely performance of services, Buyer reserves the right to cancel, purchase elsewhere, and hold Seller accountable for any additional costs or damages incurred by Buyer.

6. **6. QUANTITIES.** Shipments must equal exact amounts ordered unless otherwise agreed by Buyer.

7. INSPECTION. Irrespective of prior payment, all articles and services procured hereunder will be subject to final inspection and approval at the facility of the Buyer. As to any articles rejected because of defective material, workmanship or non-conformance to specifications or samples, Buyer may (a) return such articles to Seller at Seller's risk and expense, including freight in and return freight for rework and replacement, which case Seller agrees to ship acceptable articles with 10 days Seller's receipt of rejected articles, or (b) in the event Buyer in its sole discretion believes Seller is then unable to rework or replace with the time required by Buyer, Buyer may upon notification to Seller (i) rework or have another supplier rework to conform to specifications or samples, the cost of which rework shall be borne by Seller; or (ii) return at sellers expense such articles to Seller for credit and procure replacement articles from alternate source of supply.

8. CANCELLATION. BUYER RESERVES THE RIGHT TO CANCEL THIS PURCHASE ORDER IN WHOLE OR IN PART AT ANY TIME OR FROM TIME TO TIME IN ITS SOLE DISCRETION AND WITHOUT CAUSE EFFECTIVE UPON ORAL OR WRITTEN NOTICE BY TELEPHONE OR OTHERWISE. BUYER SHALL CONFIRM ORAL NOTICE IN WRITING. BUYER'S LIABILITY ARISING OUT OF THIS PURCHASE ORDER SHALL BE LIMITED TO THE PAYMENT OF A PRO RATA PORTION OF THE PURCHASE ORDER PRICE FOR COMPLETED ITEMS FINISHED PRIOR TO CANCELLATION AND DELIVERED TO AND ACCEPTED BY BUYER.

9. INDEMNITY. The Seller shall indemnify and hold harmless Ursinus College and all its officers, employees, faculty and agents against any and all claims, directly or indirectly, (including attorney's fees) arising out of or relating to or resulting from any personal injury (including death) or property damage (including loss of used), directly or indirectly, arising out of or relating to or resulting from the delivery, assembly, instillation, placement and use of the materials and the furnishing of the services described herein. Seller shall maintain such Public Liability, Property Damage and Employee's Liability and Compensation insurance as will protect Buyer from any of said risks and from any claims under any applicable Workmen's Compensation or Occupational Disease Acts.

Reach out to purchasing@ursinus.edu for questions.

Ursinus College
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