UNIVERSITY OF VERMONT PURCHASE ORDER TERMS AND CONDITIONS

1. **GENERAL** This purchase order and any continuation pages constitute the University of Vermont’s (“UVM” or the “Buyer”) offer to Seller and will become a binding contract upon Seller’s written acceptance or commencement of performance. This purchase order may be revised or supplemented only by a writing signed by Buyer’s authorized representative.

2. **QUANTITY** Buyer will not be liable for and may reject any excess material or services beyond those ordered.

3. **PRICE** This purchase order must not be filled at higher prices than last quoted or charged without notice. If no price is stated on this order, seller agrees to invoice at the lowest prevailing market price. If Seller reduces its price of materials supplied or services furnished of the same quantity, grade and quality, Seller agrees to give Buyer the benefit of that reduction.

4. **DELIVERY** Buyer may reject materials and services not delivered or furnished on the dates specified in this order. If no date is specified, Buyer may purchase elsewhere if delivery is not completed within a reasonable time. Title to goods will transfer to Buyer upon receipt at Buyer’s destination.

5. **CONFORMING GOODS** Acceptance of all or any part of the goods shall not be a waiver of Buyer’s right either to cancel or return all or any portion of the goods if they fail to conform to order or warranty, or contain latent or patent defects. Seller warrants that all material, work, and goods will
   (a) conform to specifications, drawings, samples, or other descriptions furnished by UVM, (b) be fit and serviceable for the purpose intended, (c) be of good quality and workmanship and free from defect, and (d) not infringe upon the intellectual property rights of any third party.

6. **LICENSE PROGRAM** UVM permits use of its registered Trademarks on products and services only through the licensing approval process described in Policy V. 3.4.11.1 (http://www.uvm.edu/policies/general_html/licensing.pdf)

7. **INSPECTION AND REJECTION** Materials and services are subject to Buyer’s inspection and approval within a reasonable time after delivery. Whether or not paid for, Buyer may reject or return at Seller’s expense defective materials, materials or services furnished in excess of the requirements of this purchase order, or inadequate services not meeting the Buyer’s specifications and standards.

8. **INDEMNIFICATION** Seller indemnifies Buyer, its trustees, officers, employees and agents against all losses that may result in any way from any act or omission by Seller or its agents, employees or subcontractors, except to the extent caused directly by Buyer’s negligence. This indemnification extends to losses arising from any defect in materials, products, or services in either manufacture or design.

9. **PROPERTY OF BUYER** All original drawings, models, engravings, plates, dyes, progressive color proofs, electro-types, positives, negatives, and other similar materials created, furnished, or used in connection with the fulfillment of this purchase order will become and remain the exclusive property of Buyer unless otherwise specified in this purchase order. Seller will hold those items without charge, maintain them in good condition, and deliver them to Buyer upon request. Seller will use Buyer’s drawings, information, and data only for Buyer’s purposes under this order and will return them promptly.

10. **TERMINATION** If the goods covered by this order are standard stock merchandise, Buyer may cancel all or any part of the unshipped portion at any time by written notice to Seller, and Buyer will have no further obligation for cancellation charges or otherwise except to pay for conforming goods actually shipped or in transit at termination. If Seller ceases to conduct its normal business operations for any reason (including inability to meet its obligations as they mature), or if any proceedings under bankruptcy or insolvency laws are brought by or initiated against Seller, or if a receiver for Seller is applied for, or if Seller makes an assessment for the benefit of creditors, then Buyer may terminate this order without liability.

11. **ENTIRE AGREEMENT** This Purchase Order Terms and Conditions document and any separately executed agreement between Buyer and Seller to which it relates, contain the entire agreement of the parties. In the event of conflicting terms, the terms of this document will prevail. Buyer will not be bound by any other terms absent a written modification or other agreement signed by both parties.

12. **NON DISCRIMINATION** The vendor shall abide by all applicable federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities, including the requirements set out at 41 CFR §§ 60-1.4, 60-300.5(a), and 60-741.5(a), which equal opportunity clauses are hereby incorporated by reference. The latter two regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability. These regulations also require affirmative action by covered employers to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Additionally, the vendor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant.

13. **UVM POLICIES** The vendor shall abide by all applicable UVM policies, including but not limited to its Tobacco-Free Policy, which applies to all individuals providing goods or services on UVM-owned or leased property and vehicles, and all vehicles parked on UVM property. This and other UVM policies are available at: http://www.uvm.edu/policies.

14. **INSURANCE** Sellers performing, selling, or distributing products and services with UVM shall maintain the following minimum insurance [UVM Purchase Order Terms and Conditions/Rev. Mar 2016]
standards. If a product or service, in the opinion of the UVM Department of Risk Management, represents an unusual or exceptional risk, the Department of Risk Management may establish additional insurance requirements for that product or service.

**Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than $1,000,000 combined single limit, per occurrence, and $1,000,000 annual aggregate.

**Workers Compensation and Employers’ Liability Insurance:** For any vendors with employees, standard workers compensation as required by Vermont State statute and employers’ liability insurance in an amount not less than $100,000 per accident, $500,000 annual aggregate. Sole proprietors may be required to carry workers’ compensation if the nature of their work is inherently dangerous, with such determination to be made by the Department of Risk Management and Safety.

**Automobile Liability:** If Seller will drive on UVM’s premises or utilize a vehicle in the course of business, Automobile Liability in an amount not less than $1,000,000 per occurrence for bodily injury and property damage, including owned, hired, and non-owned vehicle coverage.

**The following insurance is required as applicable:**

- **Crime:** with a third party endorsement to protect the University of Vermont in an amount not less than $250,000 per claim.
- **Cyber-risk Liability:** in an amount not less than $5,000,000 per occurrence.
- **Professional Liability:** in an amount not less than $1,000,000 per claim.
- **Liquor Liability:** in an amount not less than $1,000,000 per occurrence for bodily injury or property damage.

Seller shall name UVM as additional insured on its liability policies and should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. UVM does not need to be named additional insured on the Seller’s workers compensation policy. A copy of the Certificate of Insurance verifying the above coverages should be submitted to UVM’s Purchasing Services Office 20 days prior to selling or distributing products and services at UVM. Any liability coverages on a “claims made” basis should be designated as such on the certificate. Failure of the Seller to take out and/or maintain any required insurance shall not relieve the Seller from any liability, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligation of the Seller concerning indemnification. The Seller’s policies shall be considered primary insurance and exclusive of any insurance carried by UVM. Questions concerning these insurance requirements may be directed to the UVM Department of Risk Management at (802) 656-3242.

15. **LICENSURE** Seller represents and warrants that it has and will maintain any licensure or certification necessary to do business in the State of Vermont. It further agrees that it will defend and indemnify UVM, its trustees, officers, employees and agents for and in connection with any claims or demands, including governmental enforcement proceedings, arising out of any failure to obtain or maintain required licensure or certification. Seller’s defense and indemnification will include UVM’s reasonable attorney’s fees. Seller will also make UVM whole for any financial losses it may incur as a result of any delay in or failure to complete contracted services caused by a lack of licensure or certification.

16. **SUSPENSION & DEBARMENT** By accepting this purchase order, Seller certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Seller will immediately report to UVM any change in its debarred or suspended status.

17. **ASSIGNMENT** Seller shall not assign or subcontract this purchase order or any right or obligation hereunder without Buyer’s prior written approval.

18. **GOVERNING LAW** This purchase order shall be deemed made in the State of Vermont and governed by the laws thereof.

19. **INDEPENDENT CONTRACTOR** In the performance of its duties under this purchase order, Seller is an independent contractor and not an agent, employee, partner or joint venturer of UVM.

20. **COMPLIANCE WITH LAWS** Seller agrees that all products provided or services performed are in compliance with all applicable federal, state, and local laws.

21. **PUBLIC RECORDS ACT** UVM is subject to the Vermont Public Records Act. Any final contract between Seller and UVM is subject to disclosure upon request.

22. **FORCE MAJEURE** UVM may delay delivery, performance, or acceptance of the goods or services ordered hereunder in the event of causes beyond its control.

23. **WEBSITE INCORPORATION** Buyer shall not be bound by any content on Seller’s website, even if Seller’s documentation specifically references that content and attempts to incorporate it into any other communication, unless UVM expressly agrees to be bound by it in writing signed by an authorized representative.