

PURCHASE ORDER TERMS AND CONDITIONS

1. **GENERAL** This purchase order, including any continuation pages attached hereto, shall constitute buyer's offer to seller, and become a binding contract on the terms and conditions set forth herein including those on the reverse side hereof, upon seller's written acceptance thereof or commencement of performance. No revisions of this order or any of the terms and conditions thereof shall be valid unless in writing and signed by an authorized representative of buyer and no conditions stated by seller in accepting or acknowledging this order shall be binding upon buyer if in conflict with inconsistent with or in addition to the terms and conditions contained herein unless expressly accepted in writing by buyer.
2. **QUANTITY** The quantity of materials or services ordered or released hereunder must not be exceeded and buyer shall not be liable for and may reject any material delivered in excess of that so ordered or released.
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. In the event seller during the performance of its obligations under this order reduces its price of materials supplied or services furnished of the same quantity, grade and quality, seller agrees to give buyer the benefit of such reduction in price.
4. **DELIVERY** Delivery must be made within the time stated on this order, failing which buyer reserves the right to purchase elsewhere, and buyer may reject materials and services not delivered or furnished on dates specified on this order. If no date is specified buyer may exercise said rights if delivery is not made within a reasonable time.
5. **CONFORMING GOODS** Acceptance of all or any part of the goods shall not be deemed to be a waiver of buyer's right either to cancel or to return all or any portion of the goods because of failure to conform to order, or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages. Such rights shall be in addition to any other remedies provided by law.
6. **LICENSE PROGRAM** All vendors using UVM trademarks must be licensed.
7. **OTHER CHARGES** No charge will be allowed for packing, crating, drayage, or storage unless stated herein.
8. **INSPECTION AND REJECTION** Materials and services purchased under this order are subject to buyer's inspection and approval within a reasonable time after delivery. Buyer reserves the right to return at seller's expense materials shipped or reject services furnished in excess of the requirements of this order, or defective materials or inadequate services not meeting the buyer's specifications and standards, whether paid for or not.
9. **INDEMNIFICATION** If seller's work under the order involves operations by the seller outside of seller's premises seller shall take all necessary precautions to prevent the occurrence of injury to persons or damage to property during the progress of all work it undertakes under this purchase order, including the provision of goods, equipment, services or facilities, and shall indemnify buyer, its board of trustees and employees against all loss which may result in any way from any act of omission or commission on the part of seller, its agents, employees or subcontractors, except to the extent that any such damage is due directly to the negligence of the buyer. The seller will further indemnify and save harmless buyer, its officers, employees, agents and representatives from and against any and all demands of every nature and kind arising out of injury to or death of any subcontractor, employee, agent, representative or invitee of the seller or any subcontractor of the seller while in, on or near the premises of the buyer caused from any act or omission on the part of the seller, its agents, employees, or subcontractors, except to the extent that any loss or damage is due directly to the negligence of the buyer. The buyer, after such demands, may withhold from Seller any amounts at the time payable to the seller under this purchase order such sum or sums and for such period or periods that the buyer may deem necessary to protect the buyer against all possible loss or expense, including attorney's fees, from or in connection with any such demand. If seller is furnishing any materials or products which become a part of any material of buyer, then seller will further indemnify and save harmless buyer, its employees, agents and representatives from and against any and all demands of every nature and kind arising out of injury to or death of or property damage to any third person if said injury, death and/or property damage is in any way caused from any act or omission on the part of the seller, its agents, employees, or subcontractors except to the extent that any loss or damage is due directly to the negligence of the buyer. This indemnification includes but is in no way limited to any defect in materials, products and services in either manufacture or design. Buyer shall not be responsible hereunder for the acts or omissions of any parties other than its trustees, officers, agents, subcontractors or representatives (i.e. it shall not be responsible for acts of invitees, trespassers or other third parties).
10. **PROPERTY OF BUYER** Its agreed by the seller that all original art work including, but not limited to, drawings, models engravings, plates, dyes, progressive color proofs, electro-types, positives, negatives and all other materials of a similar nature furnished and used by seller in connection with the fulfillment of this order or any property created for use on this order shall become and remain the exclusive property of the buyer unless otherwise specified on this order. Such shall be held and stored, and be maintained in good condition by the seller, without charge and shall be delivered to the buyer upon request without charge. All drawings information or data furnished by buyer, as buyer's exclusive property, shall be used by seller only for buyer's work, and shall be returned promptly at buyer's request.

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- 11. TERMINATION** If seller ceases to conduct its operations in the normal course of business, (including liability to meet its obligations as they mature) or if any proceedings under bankruptcy or insolvency laws is brought by or used against seller, or a receiver for seller is applied for, or an assessment for the benefit of creditors is made by seller, buyer may terminate this order without liability except for deliveries previously made or for goods covered by this order then completed and subsequently delivered in accordance with the terms hereof. If the goods covered by this order are standard stock merchandise, buyer may terminate all or any part of the unshipped portion of this order at any time by written or telegraphic notice to seller, and in such event buyer shall have no further obligation for cancellation charges or otherwise except to make payment subject to other applicable terms hereof, for the goods actually shipped and in transit prior to such termination.
- 12. ENTIRE AGREEMENT** This contract contains the entire agreement of the parties. Reference to seller's bids or proposals, if noted on this order, shall not affect the terms and conditions hereof, unless specifically provided to the contrary herein. This order may not be modified or terminated orally, and no claimed modification, termination or waiver shall be binding on buyer unless in writing signed by a dually authorized representative of buyer. No modification or waiver shall be deemed affected by seller's acknowledgement or confirmation containing other or different terms. In the event the buyer and seller enter into a separate written agreement, the parties shall be bound, to the maximum extent possible, to the provisions of such agreement as well as the provisions of this Purchase Order Terms and Conditions document. In the event of conflict in any terms of the agreement and the terms in this document, the terms in this document will prevail. Any provisions in the agreement stating that the agreement constitutes the entire agreement between the parties or that its terms will prevail in the event of conflict, will be deemed void and without effect.
- 13. NON DISCRIMINATION** During the performance of this contract (or purchase order), the contractor/vendor agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference. Notification is hereby given that compliance with these clauses may require the contractor/vendor to annually file certain reports (e.g. EEO-1 Report) with the Federal government and may require the contractor/vendor to develop written Affirmative Action Programs for Women and Minorities, covered Veterans and/or Handicapped
- 14. UNIVERSITY OF VERMONT INSURANCE REQUIREMENTS FOR OUTSIDE VENDORS** The following minimum insurance standards shall apply to all non-University vendors performing, selling, or distributing products and services at the University of Vermont (UVM). If a product or service, in the opinion of the 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.

Automobile Liability: For vendors who will drive on UVM's premises, 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.

Professional Liability: \$1,000,000 each claim, when applicable

Liquor Liability: For vendors catering and serving alcohol at UVM events, Liquor Liability in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage.

Vendors shall name the University of Vermont as additional insured on its liability policies and shall provide a 30-day notice of cancellation or non-renewal of coverage to the University. The University does not need to be named additional insured on the vendor's workers compensation policy.

A copy of the Certificate of Insurance verifying the above coverages should be submitted to the UVM Purchasing Office 20 days prior to vendor selling or distributing products and services at UVM. Any liability coverages on a "claims made" basis should be designated as such on the certificate.

Questions concerning this policy may be directed to the UVM Department of Risk Management at 656-3242.

- 15. LICENSURE** Contractor 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 and/or certification. Such defense and indemnification will include without limitation reasonable attorney's fees UVM incurs in relation to defense of such claims or demands. Notwithstanding any other limitation of liability provision herein, contractor 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 such lack of licensure or certification."
- 16. SUSPENSION & DEBARMENT** In accepting this Purchase Order or Contract, recipient 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. Any change in the debarred or suspended status of the recipient during the life of this Purchase Order or Contract must be

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reported immediately to UVM.