

## Jacksonville University (JU) Purchase Order Terms and Conditions

In the absence of conflicting Contract and/or RFX terms and conditions, these terms and conditions shall govern the delivery or performance of goods and/or services purchased or acquired pursuant to the Purchase Order. By accepting the Purchase Order, the Supplier, by delivering or performing the goods and/or services purchased or acquired under the Purchase Order, the Supplier accepts its acceptance of these Standard Purchase Order Terms & Conditions. These Standard Purchase Order Terms & Conditions, as set forth herein, are applicable to Purchase Orders issued by JU. Any pre-printed terms and conditions included on supplier forms or invoices shall be null and void. JU will not be bound by any terms and conditions included in any supplier's packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition at variance with or in addition to the terms and conditions contained in any contract or purchase order executed or issued by JU.

### 1. Definitions The following words shall be defined as set forth below:

- x "And/or"- is interpreted in its most inclusive sense and means x or y or both, as applicable.
- x "Good(s) and/or service(s)" means any and/or all goods, services and other deliverables specifically identified in the "Item/Description" column on the face of the Purchase Order document.
- x "Purchase Order or (PO)" means this Purchase Order between JU, and the Supplier and all incorporated documents. The PO is a binding agreement for JU to pay for JU approved Good(s) and/or Service(s) received from the Supplier.
- x "Response"- means the Supplier's submitted response to the RFX, including any modifications or clarifications explicitly accepted by JU in writing.
- x "RFX"- means the Quotes, Proposals, or other solicitation document (and any amendments or addenda thereto) that was used to solicit the goods and/or services that are subject to the PO.
- x "Supplier"- means the provider of the goods and/or services under the Purchase Order, the which is specifically identified as "Vendor" on the face of the Purchase Order document, including agents, officers, employees, and subcontractors of the same.

2. exclusive agreement and that JU may freely purchase similar or like goods and/or services. JU makes no purchase other than as set forth in the relevant, JU attached statement of

- 1) Deliverables. The Supplier shall provide the goods and/or services required in the PO that comply with the specifications contained in the contract, RFX, Supplier response, and/or PO. If specified by JU in writing, supplier must pack, mark, and ship any products in accordance with any instructions provided by JU.
- 2) Shipment. Unless otherwise specified on the PO, all products shall be shipped F.O.B. destination, freight prepaid and included to the location(s) specifically identified as the "Ship To" address on the face of the Purchase Order document. All items shall be at the Supplier's risk until they have been delivered and accepted by JU. Title to the goods shall remain with Supplier until accepted by JU.
- 3) Shipping Inspection of Goods All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the supplier to remedy without cost to JU, if Title

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- a) In the event the Supplier is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the PO effective as of the date on which the license or certification is no longer in effect.
  - b) JU determines that the actions, or failure to act, of the Supplier, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
  - c) The Supplier becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Supplier terminates or suspends its business; or JU reasonably believes that the Supplier has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
  - d) The Supplier has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the PO.
  - e) The Supplier has engaged in conduct that has or may expose JU to liability, as determined in JU's sole discretion.
  - f) The Supplier fails to comply with confidentiality laws or provisions.
  - g) The Supplier furnished any statement, representation or certification in connection with the Purchase Order or the solicitation process, which is materially false, deceptive, incorrect or incomplete.
- 2) Termination for Convenience. JU may terminate this PO, any statement of work, or order form executed pursuant to this PO, in whole or in part, for convenience, upon 10 days' prior written notice to supplier. Unless instructed otherwise by an authorized representative of JU's procurement department, upon receipt of such notice, supplier must immediately discontinue all services affected and cease delivery of any additional products.

#### 9. Warranties

In addition to Supplier's standard warranty relating to the goods, Supplier warrants that the goods to be delivered pursuant to the Purchase Order:

- a) Are of merchantable quality and free from defects in material or workmanship,
- b) Shall conform to all specifications or other descriptions furnished to and approved by JU,
- c) Comply with all applicable international, federal, state and local laws, rules and regulations (including, without limitation, those concerning health, safety, and environmental standards),
- d) Shall be new and not refurbished or reconditioned, unless expressly agreed in writing by JU.
  - a. In addition, Supplier warrants that JU shall have good and marketable title to all goods (including components thereof) purchased pursuant to transactions contemplated under the PO, free of all liens and encumbrances and other restrictions, and that no licenses are required for JU to use such goods

#### 10. Timing and Delay

Time is of the essence with respect to the performance of the terms of the PO. Supplier shall ensure that all personnel providing goods and services to JU are responsive to JU's requirements and requests in all respects.

Neither party shall be in default under the PO if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Supplier. If the delay results from a subcontractor's conduct, negligence or failure to perform, the Supplier shall not be excused from compliance with the terms and obligations of the P.O

#### 11. Independent Contractor

Supplier, in the performance of its duties hereunder, shall be an independent contractor only, and not an agent, employee, partner, or joint venture of, or with JU, and nothing herein shall be deemed to create or imply any relationship other than that of independent contractor. Supplier shall