



SOUTHWESTERN UNIVERSITY

PURCHASE ORDER TERMS AND CONDITIONS **(Revised March 2024)**

ASSIGNMENT: Vendor shall not sell, assign, transfer or convey this order, in whole or in part. No change of the vendor will be recognized until such change is approved by Southwestern University.

CHANGES: No changes may be made to this order without written authorization of the Southwestern University Business Office

DEFAULT OF VENDOR: In case of default of the vendor, the University may procure the articles or services from other sources and charge the vendor as liquidated damages any excess cost or damaged occasioned thereby.

DESCRIPTION OF SUPPLIES: Any catalog or manufacturer's reference used in describing any item is merely descriptive and not restrictive, unless otherwise noted, and is used to indicate type and quality of material. The term "Or Equal," if used, identifies commercially produced items which have the essential performance and salient characteristics of the brand name stated in the item description. Vendor certifies that any substitute brand supplied hereunder matches the performance and salient characteristics of the item called for and agrees to replace it in the event it does not conform. All supplies or equipment shall be the latest improved new model meeting specifications in current production at the time of delivery and shall be delivered completely assembled, adjusted, serviced, and ready for use. Vendor warrants that all applicable Patents and Copyrights which may exist on items sold hereunder have been adhered to and that the University shall not be liable for any infringement of those rights.

FOB POINT INSPECTION AND ACCEPTANCE: The University or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications, and Vendor assumes the costs associated with such nonconformance. An itemized packing list bearing Purchase, Delivery, and/or Order Number shall be attached to the outside of every shipping container delivered against this instrument. Delivery of all goods or services shall be Free on Board to final destination as outlined herein unless otherwise required.

INDEMNIFICATION: Vendor shall defend, indemnify and save harmless Southwestern University and all its officers, agents and employees from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this order. Vendor shall pay any judgment with cost, which may be obtained against Southwestern University growing out of such injury or damages.

INSURANCE: If the Vendor is required to go on University property to perform work or services, the Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the University.



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LAW: It is agreed that good(s) delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the University from loss, cost or damage by reason of actual or alleged infringement of letters patent and/or copyrights.

MEDIATION: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

NO WAIVER OF SOVEREIGN IMMUNITY AND POWERS: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, Southwestern University.

PAYMENT:

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) Southwestern University contract, Purchase Order, and/or delivery department
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Southwestern University Business Office, Accounts Payable Department: accountspayable@southwestern.edu, 512-863-1929.

RIGHT TO AUDIT: Vendor agrees that Southwestern University or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Vendor agrees that Southwestern University shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Southwestern University shall give Vendor reasonable advance notice of intended audits.

SEVERABILITY: In case any one or more of the provisions contained in this Order shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

TAX EXEMPTION: The University is exempt from any sales, excise or Federal transportation taxes. The Purchase Order issued is sufficient proof of Southwestern University's exempt status as provided by Sales Tax Rule 3.322.



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TERMINATION FOR CONVENIENCE: The University may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The University reserves the right to extend this period if it is in the best interest of the University. In the event the University exercise its right to terminate without cause, it is understood and agreed that only the amounts due to the Vendor for goods, commodities and/or services provided, and expense incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the University's termination for convenience.

UNIFORM COMMERCIAL CODE: Vendor and Southwestern University agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VARIATION IN QUANTITY: No variation in the quantity of any item called for by this Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, set forth herein.

VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

WARRANTY: Implied warranties notwithstanding, Vendor warrants to University that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions, furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Vendor further agrees to provide copies of applicable warranties to the University.

DAMAGE TO UNIVERSITY PROPERTY: Vendor shall be liable for all damage to University-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to the Purchase Order. Vendor shall notify University in writing of any such damage within one (1) calendar day.

MEDIA RELEASES: Vendor shall not use University's name, log, or other likeness in any press release, marketing materials, or other announcement without the University's prior written approval.