TERMS AND CONDITIONS

(1) PURCHASE ORDER CONSTITUTES ENTIRE AGREEMENT. This Purchase Order consists of the provisions of the following documents, each of which is attached to or made a part of the Purchase Order, namely, any referenced specification or quotation number. This Purchase Order constitutes the entire agreement between the University and the Seller. No provisions of any bid, proposal, quotation, or specification of the Seller shall be deemed to be a part of the Purchase Order, except to the extent that such provision is specifically stated on the face of the Purchase Order. Except as provided in Paragraph (5) below, no amendments, modifications, or changes of or to the Purchase Order will be binding upon the University unless made in writing and signed by an authorized representative of the University's Purchasing Department.

(2) APPLICABLE LAW. This agreement shall be construed and interpreted solely in accordance with the laws of the State of Indiana; provided, however that any Purchase Order issued under a U.S. Government prime contract shall be construed and interpreted in accordance with Federal law relating to U.S. Government prime contracts.

(3) COMPLIANCE WITH GOVERNMENT STATUTES AND REGULATIONS. The Seller warrants and certifies that in the performance of this contract it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment and applicable price ceilings, if any, and that the goods or services delivered hereunder shall be produced or performed in compliance with the Fair Labor Standards Act.

(4) ACKNOWLEDGMENT OF ORDER. Either the Seller's written acknowledgment of this Purchase Order or the shipment of goods or commencement of performance hereunder, shall constitute acceptance of this Purchase Order and no contrary or additional terms or conditions shall apply. If shipment of goods or commencement of performance will not occur on or shortly after the date of receipt of the Purchase Order by the Seller, the Seller will provide the University with written acknowledgment of this Purchase Order within ten (10) days of order date.

(5) CHANGES. The University may from time to time, by written instructions issued to the Seller by an authorized representative of the University's Procurement Department make changes, issue additional instructions, require additional goods, work or services or direct the omission of goods, work, or services, ordered herein. If any such change causes an increase or decrease in the cost of the time required for performance of this Purchase Order, an equitable adjustment shall be made in the price or delivery schedule or both, and this Purchase Order shall be modified in writing accordingly. No extra work, additions or alterations will be paid for by the University unless performed pursuant to the written instructions of an authorized representative of the University's Procurement Department. Any claim by the Seller for adjustment under this provision must be asserted within thirty days from the date of receipt by the Seller of the notification of change. The terms and conditions of this agreement shall apply to all such written modifications.

(6) CANCELLATIONS. Time is of the essence and the University may, at its option and without limitation of any of its other rights, cancel all or any unfilled part of this Purchase Order the Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work or services, and does not correct such failure within ten days after receipt of written notice from the University specifying such failure or if the Seller breaches any part of the terms hereof, including the warranties of Seller.

(7) WARRANTIES AND INSPECTION. The Seller warrants that all goods or work supplied under this Purchase Order shall conform to specifications, drawings, samples, or other descriptions contained or referenced and herein shall be merchantable of good quality and workmanship and free from defect. The Seller warrants that all goods covered by this Purchase Order which are the product of the Seller or are in accordance with the Seller's specifications, will be fit and serviceable for the purpose intended. All such goods or work shall be subject to the University's inspection before acceptance and to later rejection if use reveals defects not apparent

upon receipt and if rejected will be held at Seller's risk and expense for storage and other charges. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.

(8) INDEMNIFICATION. The Seller agrees to indemnify the University and hold it harmless from and against all liability, losses, damages, claims, liens and expenses (including reasonable legal fees) arising out of or connected with the work of service performed, or resulting from damages or injuries and expense (including reasonable fees) arising out of or connected with the work or service performed, or resulting from damages or injuries incurred by the University by reason of any defect in material, workmanship and/or design of any goods furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the University or its employees, and in any case the Seller shall at the request of the University undertake to defend any and all suits and to investigate and to defend any and all claims whether justified or not, if such claim or suit be against the University.

(9) PATENTS. The Seller warrants that the good furnished hereunder, either alone or in combination with other materials will not infringe on any patents in the United States or any foreign country. The Seller agrees, at the Seller's own expense to defend all actions or suits alleging such infringements and will save the University, its officers, agents, servants, and employees, harmless in case of such infringement.

(10) BANKRUPTCY AND ASSIGNMENT. In the event of any proceedings in bankruptcy or insolvency by or against the Seller, or in the event of the appointment (with or without the Seller's consent) of an assignee for the benefit of creditors, or of a receiver, the University may cancel this Purchase Order.

(11) INSURANCE. If fabrication, construction, installation, or other work is specified to be done on the University's premises, the Seller, or its subcontractor, if any, shall carry Worker's Compensation Insurance for all employees engaged in the work as required by the laws of the State of Indiana. The Seller, or its subcontractor, if any, shall carry public liability insurance in the amount of not less than $1,000,000.00 for injuries including accidental death, to any one person and subject to the same amount for each person and on account for each accident. The Seller, or its subcontractor, if any, shall also carry property damage insurance in the amount of not less than $250,000.00. The Seller shall furnish or see that a subcontractor furnishes the University with satisfactory proof of carriage of such insurance. The university may request to be listed as an additional insured on the insured's public liability insurance.

(12) Nondiscrimination. This contractor and its subcontractor(s), if any, shall abide by the requirements of federal, state, and local law and will not discriminate against qualified individuals based on their status as protected veterans, or individuals with disabilities, and will not discriminate against any individual based on their race, color, religion, sex, sexual orientation, or national origin. Moreover, the contractor or subcontractor will not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws and shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate federal civil rights laws. Contractors or subcontractors may take affirmative action to employ and advance in employment individuals with a protected veteran status or disability. As used herein, “contractor” shall be deemed to mean “Vendor” or “Supplier” and “contract” shall be deemed to mean this Agreement.

(13) **FLOWDOWN PROVISONS FOR FEDERALLY FUNDED GRANTS.**
Vendor agrees to abide by federal contract agreements as appropriate for federally funded projects. Refer to this page for terms and conditions that are incorporated into this agreement by reference:
https://www.usi.edu/media/t3nd12gn/federal-grant-flowdown-provisions.pdf

(14) Seller agrees not to make reference to the University in any advertising material of any kind without the express written ermission of the University.

(15) CONTRACTOR SAFETY. The contractor safety manual of the University of Southern Indiana serves as a

Guideline for contractors to follow while performing work at the University. Contractors are expected to monitor the safety of the job site,and implement their own safety programs. Contractors are also expected to comply with all applicable federal, state and local laws and follow safe work practices as outlined in this manual.

Please see the full manual located at this website:
https://www.usi.edu/environmental-health-and-safety/contractor-safety

(16) OSHA. All goods furnished hereunder shall be manufactured and shall perform in accordance with the applicable prescribed standards of the Federal Occupational Safety and Health Act of 1970 in effect on the date of this Purchase Order.

(17) HAZARDOUS MATERIALS. The Sellers warrants that all materials ordered herein which have been classified by the Department of Transportation as hazardous materials for the purpose of transportation will be packaged, marked, label and shipped in accordance with the provisions of Title 49, Code of Federal Regulations, parts 100 through 199 as amended.

(18) REGISTRATION. Indiana General Corporate Act of 1929 as amended, Burns Indiana Statutes, requires registration with the Secretary of State of corporations foreign to Indiana which are transacting business in Indiana. Information concerning this statute and its administration can be obtained from the Office of the Secretary of State.

(19) WITHHOLDING. The University is required by the law of the State of Indiana to withhold gross income tax at the current rate on payments exceeding $1,000.00 during a calendar year made to a non-registered, non-resident corporate contractor performing work or services within the State of Indiana; and to pay the amount withheld directly to the State of Indiana gross income tax division. As used in this provision, the phrase "work or services" is defined as the performance or participation in athletic events, entertainment programs and exhibitions; the performance of construction contracts; and the performance of contracts involving the furnishing and installation of any tangible personal property.

(20) PAYMENT TERMS. Payment terms listed on the Purchase Order are typically Net 30 from receipt of your invoice in the Accounts Payable Department. Accepting USI's PO is also accepting Net 30 payment terms. If alternate terms are required, please work with Procurement prior to the PO being processed. Invoices should be emailed to uofsouthernindiana@easyaccessap.com or mailed to University of Southern Indiana, Accounts Payable, PO Box 18158, Evansville, IN 47719. The following items must be included on your invoice:

A. The correct Purchase Order Number
B. A unique Invoice Number
C. Invoice Date
D. Show the Bill-to address as requested above
E. Show Sold-to address as USI along with the department name that requested the order
F. An itemized list of the goods or services sold, with the extended pricing
G. Shipping as applicable
H. The total amount due
I. Your Company's Name and Remittance Address which must include the City, State and Zip Code.

If the Purchase Order number is not referenced on the invoice, the invoice will be returned to the vendor. Accounts Payable will not process an invoice without a PO number. Failure to apply an invoice number and date will result in a possible delay in processing time due to additional time necessary to verify duplicate billing hasn't occurred. The invoice will also be returned if items D through I are not included on the invoice.