

## SYRACUSE UNIVERSITY PURCHASE ORDER TERMS AND CONDITIONS

Acceptance of Syracuse University's (the "University") offer to purchase by Seller ("You"), whether by acknowledgment or by filling this purchase order in whole or in part, is expressly limited to the exact terms, conditions, and instructions contained in this purchase order. No deletion, addition, or amendment of the terms and conditions of this purchase order whether contained in Your acknowledgment, invoice, packing list, or delivery slip is binding without the University's express written approval.

1. **ACKNOWLEDGEMENT.** If You acknowledge this purchase order, mail all notices to the University purchasing agent shown on the front of the purchase order.

2. **INVOICES.** Send all invoices to "Bill To" address shown on the front of the purchase order. Send all bills of lading and express receipts to "Ship To" address on the front of the purchase order. Invoice (one copy) for each purchase order per shipment and do not invoice prior to making shipment. Invoices which do not bear the University's purchase order number cannot receive consideration for payment. Discounted invoices will be paid in accordance with terms stated on this purchase order. The discount period will commence with the receipt of goods or the receipt of the invoice, whichever is later.

3. **PACKAGING.** The University's purchase order number must appear on the outside of each package and on all packing slips, invoices, and related papers. A packing slip must be included with each shipment.

4. **EXTRA CHARGES.** No charges of any kind including, but not limited to, charges for shipping, handling, packaging, or insurance will be allowed unless specifically stated on this purchase order.

5. **NEW YORK SALES TAX EXEMPTION.** The University is exempt from payment of all sales tax, whether state or local, imposed under Articles 28 and 29 of the New York Tax Law. Copies of the exemption certificates will be furnished if requested. The exemption certificate number is EX-123698. The Syracuse University Bookstore resale exemption number is 15-0532081.

6. **FEDERAL EXCISE TAX EXEMPTION.** The University is a nonprofit educational institution exempt from payment of certain Retailer's and Manufacturer's Federal Excise Taxes under the Internal Revenue Code. The University's registration number issued by the IRS Buffalo District Director is #16-96-0021-F.

7. **TIMELINESS.** Time is of the essence of this purchase order. The University may, at its option, and without limiting its other rights, cancel all or any unfilled part of this purchase order if deliveries are not made within the time specified. The University reserves the right to charge You for any loss or expense incurred as the result of Your failure to make timely delivery.

8. **INSPECTION AND REJECTION.** In addition to all remedies permitted by law, the University reserves the right to reject and return to You for full refund and at Your expense, all over shipments and all goods that do not conform to the University's exact specifications or requirements. All goods and materials furnished under this purchase order shall be subject to the University's inspection, test, and approval or rejection prior to or after delivery due to nonconformance. Payment by the University shall not constitute an acceptance or approval of any nonconforming or defective goods or workmanship, nor shall it affect the right of the University to later reject the goods or services.

9. **RISK OF LOSS; WAREHOUSING.** Risk of loss and transfer of title shall not pass to the University until goods are delivered to and accepted by the University. If You are warehousing goods which have been ordered under this purchase order, regardless of warehouse location or whether title has been passed to the University, You are responsible for any injury, loss, damage, or destruction to the goods until delivered to the University. It is Your responsibility to maintain adequate all risk insurance coverage for warehoused goods or goods in transit and to submit a certificate of insurance to the University purchasing agent placing the purchase order, at the location shown on the front of the purchase order, which provides for the University to receive 30 days notice of cancellation.

10. **WARRANTIES.** You warrant that all material, work, or goods supplied under this purchase order will conform to specifications, drawings, samples, or other descriptions furnished by the University, and shall be fit and serviceable for the purpose intended, of good quality and workmanship, and free from defect. All material, work, or goods shall be subject to rejection if use reveals defects not apparent upon receipt and, if rejected, will be held at Your risk and expense for storage and other charges until You authorize disposal or return.

11. **INDEPENDENT CONTRACTOR.** You shall be an independent contractor with no authority to bind the University and shall have no other relationship to the University.

12. **INSURANCE.** Before You perform any service for the University or provide any product and during the entire term of the purchase order, You shall procure and maintain during the term of this Agreement (and thereafter to the extent provided below), at Your own cost and expense, at least the following minimum insurance coverages and limits:

(a) NYS Workers Compensation: Statutory Limits; (b) Employers Liability: \$1,000,000; (c) NYS Disability Benefits: Statutory Limits; (d) Commercial General Liability Insurance written on an occurrence basis with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate to include coverage for, but not limited to, premises/operations liability, contractual liability, products and completed operations, independent contractors, personal and advertising injury, and fire legal liability (\$50,000), naming Syracuse University as an additional insured. Completed operations coverage shall be maintained for a minimum period of three (3) years after completion of the Syracuse University contract or purchase order; (e) Automobile Liability Insurance to include all owned, hired, and non-owned vehicles with limits of no less than \$1,000,000 combined single limit for bodily injury and property damage. The policy required in (d) shall name the University as an additional insured. The policy shall be primary and non-contributory insurance ahead of any insurance carried by the University.

If any of the insurance policies required in Section 12 include deductibles or self-insured retentions, satisfaction of the deductibles or self-insured retentions shall be Your sole responsibility. All insurance maintained by You must be underwritten by a company licensed to do business in the State of New York and rated at least "A-" by A.M. Best Key Rating Guide with a financial category of VIII or higher. The University reserves its right to require You to obtain additional insurance and/or higher limits at Your expense. You agree to indemnify Syracuse University, its trustees, officers, employees, and agents for any loss, claim or expense suffered by the University due to Your failure to be insured.

Certificate(s) of Insurance evidencing the required coverage shall be sent to the Syracuse University Risk Management Department, Skytop Office Building, Syracuse, New York 13244-5300, and shall include a provision that the insurance shall not be canceled, non-renewed, or materially modified without giving thirty (30) days prior written notice to the University. Certificates of insurance shall indicate that Syracuse University, its trustees, officers, employees, and agents are named as an "Additional Insured(s)" to Your commercial general liability insurance policy and shall contain a written provision that Your insurance is primary and non-contributory to any insurance the University may maintain. A Certificate of Insurance which states "ATIMA" or "As Their Interest May Appear" will not be accepted. An actual policy endorsement must accompany a Certificate of Insurance with a Disclaimer. (The University reserves the right to request a specific type of policy endorsement upon review of a provided endorsement).

13. **INDEMNIFICATION.** To the fullest extent permitted by law, You shall defend with competent counsel, indemnify and hold harmless the University, its employees, officers, trustees, and/or agents from and against all liabilities, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the goods supplied or services performed by You under this purchase order, or by reason of Your use of University premises, provided that any such liability, claim, damage, loss or expense (1) is attributable to loss, damage or destruction of property, or to personal or bodily injury, sickness, disease or death (including any liability, claim, damage, loss or expense incurred under any workers' compensation law or regulation), and (2) is caused in whole or in part by any act or omission by You or any subcontractor to You, or by anyone directly or indirectly employed by You, or by anyone for whose acts or omissions You may be liable, regardless of whether or not it is caused in part by an act or omission of the University; but such indemnification shall not extend to any injury or damage to the extent it is attributable to the negligence of the University.

14. **ADVERTISING.** It is unlawful to, and You shall not, use the name, logos, or symbols of the University for purpose of advertising, promotion, or trade without the University's prior written approval.

15. **HAZARDOUS CHEMICALS.** If the goods or materials shipped to the University pursuant to this purchase order contain a "hazardous chemical," as that term is defined in 29 CFR §1910.1200(c), You must provide a Material Safety Data Sheet and any other information required by the Federal Hazard Communication Standard (29 CFR §1910.1200), and any other federal or state environmental law, rule or regulation, prior to or at the time of shipment to the following address: Syracuse University, Environmental Health Office, Lyman Hall, Room 029, Syracuse, New York 13244-1270.

16. **MULTI-EMPLOYER WORKPLACE PROGRAM.** Syracuse University maintains a program to facilitate the exchange of information in accordance with the multi-employer workplace requirements of the OSHA Hazard Communication Standard. All outside employers are responsible for ensuring that information about their hazard communication program and "hazardous chemicals" (as defined in 29 CFR §1910.1200(c)) to be used, handled, or stored in the course of their work at the University is provided to their University project contact prior to the commencement of work.

17. **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COMPLIANCE.** The University is an equal employment opportunity/affirmative action employer and complies with all applicable laws and regulations. You agree, unless exempted, to incorporate by reference and abide by Executive Order 11246 relating to the employment and advancement of women and minorities and the Equal Opportunity Clause, codified as 41 CFR §60-1.4. You also agree, unless exempted, to incorporate by reference and abide by the Vietnam Era Veterans Readjustment Assistance Act, relating to the employment and advancement of disabled veterans and veterans of the Vietnam Era, and the Equal Opportunity Clause, codified as 41 CFR §60-250.5, as well as the Rehabilitation Act of 1973, relating to the employment and advancement of qualified disabled individuals, and the Equal Opportunity Clause, codified as 41 CFR §60-741.5.

18. **COMPLIANCE WITH LAWS.** You warrant that all goods or services furnished hereunder will comply with all applicable federal and state laws (and the rules, regulations, guidelines, orders, and standards thereunder) including, where applicable, but not limited to, the Fair Labor Standards Act, the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Occupational Safety and Health Act of 1970, and the Toxic Substances Control Act, and any amendments thereto. You also shall give the University all notices and reports and label all goods and services supplied under this purchase order, as required by applicable laws, rules, regulations, guidelines, orders, or standards.

19. **NO ASSIGNMENT.** You may not assign this purchase order or any interest relating to this purchase order without the University's written consent.

20. **WAIVER.** The failure of the University to enforce any of the provisions of this purchase order shall not be construed to be a waiver of such provisions or limit the right of the University thereafter to enforce each and every provision.

21. **GOVERNING LAW.** All matters concerning the validity and interpretation of the University's offer and Your acceptance shall be governed by the laws of the State of New York. Jurisdiction of any litigation shall be in New York, with venue in a court of competent jurisdiction in Onondaga County.