



## RMU Purchase Order Terms and Conditions

**1. OFFER AND CONTRACT:** This purchase order (PO), when signed by an authorized representative of the Business Operations Department constitutes the complete and final offer of the Buyer with respect to the terms and descriptions included herein and shall be a Contract unless disclaimed by the seller within a reasonable length of time defined as no more than seven (7) calendar days following the mailing date of this PO. This PO shall not be altered, amended, supplemented, or cancelled without the written approval of Robert Morris University. All communications and acknowledgements concerning this PO must be directed to the Business Operations Department. This offer is made exclusively to the Seller herein and may not be assigned by the Seller.

**2. INDEMNIFICATION:** The Seller agrees to indemnify the University, their trustees, officers, employees and agents and hold them harmless from and against all liability, loss and expense (including legal fees) for all damages and/or bodily injuries (including death) resulting from the actions, errors, omissions or negligence of the Seller, its directors, officers, employees, agents, contractors or subcontractors, including, but not limited to, any defect in material, any defect in services, workmanship, design of any goods furnished, patent and/or copyright infringements or violations, and/or failure to follow or abide by any and all governing laws, ordinances, codes and regulations.

**3. GOVERNMENTAL STANDARDS AND REGULATIONS – FEDERAL AND STATE:** All goods and services to be provided by the Seller shall conform to all applicable State and Federal governmental standards as to quality, safety, health, production and delivery and including fair and equal employment practices and affirmative action.

**4. DELIVERY:** Delivery is to be made only to the destination stated in this PO and must be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, holidays excepted, unless otherwise stated on the front page. The quantity term set forth in this PO shall be complied with strictly as stated. Supplier is responsible for maintaining and providing proof of delivery. Duplicate Packing Lists must accompany each case or parcel showing University PO number and complete description of contents. The University reserves the right to cancel this PO in whole or in part if any shipment of merchandise covered hereby is not received by the time specified.

**5. INSPECTION:** University shall have the right to perform inspection and/or expediting of the materials and the fabrication thereof at the facility of Supplier or its suppliers at any reasonable times. All materials or services are subject to final inspection and acceptance by University at destination, notwithstanding any prior payment or inspection at the source. Inspection and acceptance of items/services by University, or payment therefore, shall not relieve Supplier of its responsibilities under the PO.

**6. PRICE WARRANTY:** Supplier warrants that the price(s) and discounts for the articles or services sold to University hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar articles or services under similar situations.. Supplier warrants that prices shown on an PO shall be complete, and no additional charges of any type shall be added without University's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating.

**7. FREIGHT:** The University's freight terms are F.O.B. Destination, Freight Prepaid and Allowed. If shipment is indicated on the PO as F.O.B. Supplier's plant, the Supplier will prepay the freight charges and, if mutually agreed to, add them to the invoice. Separate freight invoices will not be accepted. Freight charges of \$5 and over require supporting receipt for reimbursement. Collect shipments will be returned at Supplier's expense unless otherwise instructed by the University.

**8. INVOICES:** Render invoices as instructed on the face hereof immediately upon shipment or completion of PO. Purchase Order Number must be placed on all Invoices.

**9. CANCELLATIONS:** The University may cancel this PO at any time, giving notice in writing. An equitable adjustment in price and/or delivery schedule will be negotiated for materials completed or in process at the time of the change.

**10. REFUNDS:** Seller will make a prompt cash refund or Credit to the Buyer of all payments received for goods properly rejected by Buyer or if material has not been received but paid for.

**11. LABELS:** Supplier will label the outside of each package to destination specified on PO and with description, quantity, and PO number if applicable. Supplier will include this information on all packing slips and invoices.

**12. INSURANCE:** All contractors performing work on the University premises are required to provide evidence of coverage for Worker's Compensation, Employee's Liability and Public Risk, and save us harmless from all loss and liability.

**TAX EXEMPTION:** As a non-profit educational institution, and a 501(c)(3) entity, Robert Morris University is exempt from payment of Pennsylvania Sales and Use Tax. Blanket Exemption certificates will be furnished upon request. Exemption No. 75-08618-1 Robert Morris University is exempt under Public Law 85-859 from payment of Federal excise tax. Federal Identification Tax Exemption No. 25-1120678. Compliance with EQUAL EMPLOYMENT OPPORTUNITY Law Title VII of the Civil Rights Act – 1964 Executive Order #11246 and any amendments to this law is made a part of the terms and conditions of this contract. This PO and anything applicable to this PO are governed by the laws and regulations of the Commonwealth of Pennsylvania.