PURCHASE ORDER – INSTRUCTIONS, TERMS, CONDITIONS

1. Acceptance – This order is subject to immediate acceptance by the Seller or Contractor (hereinafter "SELLER"), or Miami University (hereinafter "UNIVERSITY") reserves the right to cancel the order. Once accepted, the order shall constitute the entire contract between the UNIVERSITY and SELLER and shall not be altered, amended, supplemented, or cancelled except in writing by an authorized representative of the UNIVERSITY.

2. Price – If no firm price is specified herein, charges shall not exceed SELLER’s standard price for merchandise of like quality and quantity. If no price is specified but a price agreement or contract number is indicated on the order, then pricing shall be applied by the SELLER in accordance with that document.

3. Samples – May be requested for inspection and approval prior to manufacture or delivery.

4. Delivery – Unless otherwise specified on the order, delivery shall be FOB Miami University, freight prepaid and allowed, to address indicated and SELLER shall bear all costs for cartage, boxing, or containers as required. Where freight charges are to be the responsibility of the UNIVERSITY, the SELLER shall agree to ship the most economical way, consistent with the delivery needs of the UNIVERSITY. SELLER shall retain title and bear the risk of loss or damage to the items purchased until they are delivered in conformity with this order at the specified F.O.B. point. Passing of title upon such delivery shall not constitute acceptance by the UNIVERSITY. The UNIVERSITY also reserves the right to cancel this order, in whole or in part, if any shipment of goods covered hereby are not received by the time specified.

5. Changes, Additions, Cancellation – From time to time, the UNIVERSITY may make changes, issue additional instructions, require additional work or direct the omission of work previously ordered. Such changes shall be issued in writing to the SELLER by an authorized representative of the UNIVERSITY, and all conditions and provisions of this purchase order shall apply to all such modifications. No extra work, additions or alterations will be paid for by the UNIVERSITY unless approved by and performed pursuant to written order of the UNIVERSITY. The UNIVERSITY may cancel this order at any time by providing written notice to the SELLER. Except for cancellation resulting from default by the SELLER, the UNIVERSITY may negotiate an equitable payment to the SELLER for any materials or work completed or in process at the time of the cancellation.

6. Inspection, Approval, Warranty – All articles sold and materials and work supplied hereunder shall conform to the specifications, drawings, samples or other description furnished by the UNIVERSITY, and will be of good quality, free from any defects, and fit and sufficient for the purposes intended. All goods delivered or work provided shall be delivered free from any security interest, lien, encumbrance, or other claim of any third person. These warranties shall survive inspection, acceptance, passage of title, and payment by the UNIVERSITY. All goods delivered or work provided shall be received subject to inspection and approval by the UNIVERSITY. The UNIVERSITY’s inspection, failure to inspect or reject nor payment therefore, shall relieve the SELLER of any obligation hereunder, and such inspection shall not exclude any warranties in respect to such goods delivered or work provided.

7. Patents – The SELLER warrants that the material delivered, either alone or in combination with other materials, will not infringe on any patents in the United States or any foreign country.

8. Indemnification – The SELLER agrees to indemnify the UNIVERSITY and hold it harmless from and against all liability, loss and expense (including reasonable legal fees) resulting from patent infringements, damages, or injuries incurred by the UNIVERSITY by reason of any defect in material, workmanship, and/or design of any goods furnished or work provided hereunder.

9. Bankruptcy – 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 order for default.

10. Ohio Law – Performance of this order and all other matters pertaining thereto shall be governed by the laws of the State of Ohio.

11. Equal Employment Opportunity/Non-Discrimination – As a condition of this order, the SELLER agrees that neither they nor any of their subcontractors, shall discriminate against any employee or applicant for employment because of age, sex, race, color, religion, national origin, ancestry, or handicap; will take affirmative action to insure equal employment opportunity and treatment of all employees and applicants in all matters regarding employment, and will conform to all laws and regulations regarding equal opportunity and non-discrimination of the State of Ohio and the United States of America, as well as executive orders of the Governor and the President respectively, relating thereto. Any breach thereof may be regarded by the UNIVERSITY as a material breach of this purchase order.

12. Invoicing – Individual invoices must be issued for each purchase order. Invoices shall be submitted in triplicate (one marked ORIGINAL). Unless otherwise specified, invoices shall be mailed the day shipments are made. Discount terms must be stated on the invoice and will be calculated from the date material of the invoice is received, whichever is later. The vendor’s Federal Tax Identification number shall be shown on all invoices.

13. Order Number – THE UNIVERSITY’S PURCHASE ORDER NUMBER MUST SHOW ON ALL INVOICES, PACKING LISTS, AND BILLS OF LADING.

14. Taxes – Miami University is an instrumentality of the State of Ohio, and as such, is exempt from all Federal Excise Taxes and from Ohio Sales and Use Tax.

15. EDGE AND MBE - Miami University supports the State of Ohio (MBE) Minority Business Enterprise and (EDGE) Encouraging Diversity, Growth and Equity Business Development Programs. The University has established goals for EDGE Certified Business Participation for University contracts that include goods, services, construction and professional design services. Similar goals are established for MBE. If you are an MBE or EDGE certified vendor, please indicate so as a part of your response to this request. For further information on MBE/EDGE Programs, please refer to http://www.das.ohio.gov/Edi/index.htm

16. Buy Ohio - Award of this contract will be subject to Section 125.09 and 125.11 of the Ohio Revised Code.

17. Recovery Finding - Seller warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If the warranty is false on the date the parties enter into agreement, this Agreement is void ab inito, and the Seller must immediately repay any funds paid under this agreement.

18. DMA - Seller hereby represents and warrants to the University that it has not provided any material assistance, as that term is defined in O.R.C. Section 2929.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and, if required, that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Seller further represents and warrants that it has provided or will provide such to the University prior to execution of this Agreement, if required. If these representations and warranties are found to be false, this Agreement is void ab inito and Seller shall immediately repay to the University any funds paid under this Agreement.

19. Conflicts of Interest and Ethics - Seller hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13. Seller represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Seller further represents, warrants, and certifies that neither Seller nor any of its employees will do any act that is inconsistent with such laws and Executive Order.

20. The terms of this Purchase Order shall control over all invoices of Seller, even if submitted subsequent to this Purchase Order. In the event that the University and Seller enter into a definitive written agreement relating to the sale of the goods/services, then any dispute between the parties shall be determined by giving the following order of precedence to the documentation: (1) the agreement between the parties, (2) this Purchase Order, and (3) any invoices of the Seller.

Revised July 2008