

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY
TERMS AND CONDITIONS

PURCHASE ORDER NUMBER - Purchase Order number and Vendor's (or Seller's) name must appear on all packages, packing slips, invoices and all other correspondence relating to order. Embry-Riddle Aeronautical University (the University) will not be responsible for goods delivered without a valid, current Purchase Order number.

INVOICING - Invoices may be submitted directly to Accounts Payable via email or fax, and all invoices issued via a Purchase Order must reference said Purchase Order. Fax or email Florida campus invoices to 386-226-6220 or accounts.payable@erau.edu. Fax or email Arizona campus invoices to 928-777-3740 or prap@erau.edu.

PRICES - Prices are F.O.B. destination unless otherwise specified.

ACCEPTANCE - ENTIRE AGREEMENT - Acceptance of this Purchase Order shall be unqualified, unconditional, and subject to and expressly limited by the terms and conditions herein. The University shall not be bound by additional provisions or provisions at variance herewith that may appear in the Vendor's quotation, acknowledgement, invoice, or in any other communication from Vendor to the University unless such provision is expressly agreed to and confirmed in writing. Only the University's written acceptance or payment for material shipped shall constitute acceptance of such material, subject to the provisions herein. Verbal acceptance or payment for material shipped shall not constitute acceptance of any counterproposal submitted by Vendor not otherwise previously accepted in writing. This Purchase Order shall constitute the entire agreement between the University and Vendor and may not be modified or rescinded except in writing signed by both the University and Vendor.

ASSIGNMENT - Any assignment of work to be performed, in whole or in part, or of any other interest hereunder without the University's written consent, except an assignment confined solely to monies due or to become due, shall be void. It is expressly agreed that any such assignment of monies shall be void to the extent that it attempts to impose upon the University obligation to the assignee additional to the payment of such monies or to preclude the University from dealing solely and directly with Vendor in all matters pertaining hereto, including the negotiation of amendments of settlements of amounts due.

VARIATION IN QUANTITY - The University assumes no liability for material produced, processed, or shipped in excess of the amount specified herein. In the event this purchase order is a blanket purchase order, the University reserves the right to go under or over on the dollar amount/quantity shown on the purchase order. The items are not to be delivered all at once, unless otherwise indicated.

INSPECTION - Goods rejected on account of inferior quality or workmanship will be returned to Vendor with charge for transportation both ways, plus labor, loading, packing, etc., and are not to be replaced except upon the receipt of written instructions from the University.

COMPLIANCE WITH APPLICABLE LAWS - Vendor certifies that all of the products and services to be furnished hereunder will be manufactured or supplied by Vendor in accordance with all applicable provisions of state, local and federal laws as of this date.

INFRINGEMENT OF PATENTS, TRADEMARKS OR COPYRIGHTS - The following terms apply to any infringements or claim of infringement of any United States patent, trademark or copyright based on the manufacture, normal use or sale of any material or equipment furnished to the University hereunder. Vendor shall indemnify the University for any loss, damage, expense or liability that may result by reason of any such infringement or claim, except where such infringement or claim arises solely from Vendor's adherence to the University's written instructions or directions which do not involve either Vendor's commercial merchandise or items of Vendor's origin, design or selection, and the University shall so indemnify Vendor in such expected cases. Each party shall defend or settle, at its own expense, any action or suit against the other for which it is responsible hereunder. Each party shall notify the other promptly of any claim or infringement for which the other is responsible and shall cooperate with the other in every reasonable way to facilitate the defense of any such claim.

INDEMNITY PROVISION - The Vendor shall indemnify, pay the cost of defense and hold harmless the University, from any and all costs and expenses, including, but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the University may pay or become obligated to pay on account of any, all and every demand on claim or assertion of liability or any claim or action founded thereon, arising or alleged to have arisen out of use of Vendor's products, or Vendor's performance of this agreement, or the operation of the Vendor's business, or any act on the University's property, or death of any person, made by any person, group or organization, whether employed by Vendor or the University, or otherwise, or for breach of warranty by Vendor either expressed or implied, except that neither the Vendor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the University or any of its officers, agents or employees.

INSURANCE - The Vendor shall maintain insurance acceptable to the University in full force and effect throughout the term of this Purchase Order.

SEVERABILITY - If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

REMEDIES - Buyer and Seller shall have all remedies afforded by the Uniform Commercial Code.

MATERIAL SAFETY DATA - In accordance with Florida Statutes, Chapter 422, it is the Seller's duty to advise if a product is a toxic substance and, if applicable, to provide a Material Safety Data Sheet at time of delivery.

NOTE ON PRINTING JOBS - Purchase Orders are based on delivered prices, **FOB: Destination with Inside Delivery**. Deliveries will be to Materials Management, or the University may coordinate the delivery location prior to the item shipping. Vendor is responsible for the pickup and delivery of the artwork to and from the University. No boxes are to weigh more than 40 lbs. each. The University will not pay for paper stored prior to receipt of artwork. All artwork and any other printing work generated during the course of a project shall remain the sole property of the University. The Vendor shall return said work to the University upon final printing of the awarded job. **A digital proof is required on all printing**. Without a digital proof, it will be the responsibility of the Vendor to reprint the item(s) at no cost to the University should errors be found. It is the responsibility of the Vendor that all of the University's logos and marks be the most current or the job may be reprinted, at the request of the University, at no cost.

SOLICITATION OF SMALL AND DISADVANTAGED BUSINESSES - The University is committed to the principles of Affirmative Action and shall endeavor to apply these principles in its purchasing with the objective of fostering greater participation by small and disadvantaged and women-owned enterprises in its procurement activity.

CONDITION AND PACKAGING - It is understood and agreed that any item offered or shipped shall be a new, current standard production model available at the time of purchase. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

WARRANTY - The Vendor/Seller warrants that the goods and/or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Vendor/Seller knows the University's intended use, the Vendor/Seller warrants that the goods and/or services are suitable for the intended use.

DEBARMENT CERTIFICATION - The Supplier certifies that the Supplier is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency or any state agency from participating in transactions (Debarred). The Supplier also agrees to include this requirement in any and all Subcontracts of this contract into which it enters if awarded this contract. The Supplier shall immediately notify the University, during the term of this RFP process, if Supplier becomes Debarred. The University may immediately terminate Supplier from consideration under this RFP by providing Supplier written notice if Supplier becomes Debarred during the RFP consideration process.