

Lake Superior State University

Tax Exempt 38-1880022

Terms and Conditions

1. **Quotation Terms and Conditions** submitted by vendor shall, except as modified on the face of this purchase order, be applicable to the performance hereof.
2. **Acceptance:** Placement of this order is expressly conditioned upon acceptance of all terms and conditions contained on or attached to this order. The University must be advised of any adjustments or objections to the terms and conditions hereof within 10 days of receipt of this order.
3. **Delivery:** This order may be terminated if delivery is not made or services are not performed by the date specified on the reverse side hereof. No change in the scheduled delivery date or performance will be permitted without prior consent.
4. **Assignment:** Vendor shall not assign this contract, or the right to payment due hereunder without prior consent.
5. **Rejection:** All goods purchased hereunder are subject to inspection and approval. Goods rejected for whatever reason shall be held, transported, and/or stored at vendor's expense.
6. **Default:** This order may be cancelled in whole or part in any of the following circumstances.
 - a. Failure to make delivery of the goods, or to perform the services within the time specified herein or any extension thereof.
 - b. Failure to perform any of the other provisions of this order or failure to make progress as to endanger performance of this order in accordance with its terms
 - c. Breach of any of the terms or conditions of this order.
 - d. Insolvency or an assignment for the benefit of creditors; institution of any proceeding under bankruptcy, reorganization, arrangement, readjustment of debt.
7. **Remedies:** Not by way of limitation, the remedies include:
 - a. The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
 - b. Failure of the University to insist upon strict performance of any of the terms of this order to exercise any rights hereunder shall not be construed as a waiver.
 - c. In the event of default and the University deems it necessary to cancel this order in whole or in part, the vendor shall be liable for any excess costs for similar goods or services procured. The vendor shall continue the performance of this order to the extent not cancelled under the provisions of this order.
 - d. Vendor may be excused from performance under this order provided notification is given within 10 days for events such as, but not limited to, acts of God, public enemy, the University or government with lawful jurisdiction over vendor in either its sovereign or contractual capacity; failure to perform caused by default of a supplier or subcontractor and if such default arises out of causes beyond the control of both the vendor and supplier or subcontractor and without the fault or negligence of either; vendor agrees to make concerted effort to obtain supplies or services from other sources in time to meet required delivery schedule, if such events mentioned above cause vendor default.
8. **Payment:** Invoices will not be processed for payment until all items invoiced are received. Payment will be remitted by mail. Goods delivered on a sight draft basis will not be accepted. COD shipments will not be accepted.
9. **Infringements:** Vendor warrants that purchase, installation, and/or use of goods covered hereby will not result in any claim or actual infringement of any patent, trademark, copyright, franchise, or other intellectual property right. Vendor shall indemnify and hold the University harmless from and against all claims, losses, expenses, damages, causes of action and liabilities of every kind and nature, including without limitation reasonable attorneys fees (without waiver of vendor obligation to indemnify the University hereunder), arising from or out of any breach of the foregoing warranty.
10. **MSDS:** A Material Safety Data Sheet must be provided for products considered hazardous by OSHA's Federal Hazard Communication Standard. MSDS's and all appropriate updates are to be sent – referencing the above purchase number order to: Purchasing Office, Lake Superior State University.
11. **Warranties:** Vendor warrants good supplied and work or services performed under this order conform to specifications herein and meet the standard for quality, performance, and use for the particular purposes for which goods are ordinarily employed.
12. **Standards:** A vendor of specially fabricated items shall submit for approval shop drawings and samples of materials before fabricating. All items supplied shall be in accordance with approved or descriptive literature and all work of fabrication shall conform to approved shop drawings. All materials shall be new, unless otherwise specified, and both workmanship and materials shall be of good quality.
13. **Insurance:** If fabrications, installation, or other work is specified to be done on the University premises, the contractor must provide and maintain for his own benefit a public liability policy with limits as specified by the University for damage to property, and bodily injury. A worker's compensation policy as require by the state laws will be required. The University may require from the contractor evidence of such insurance. The contractor shall continuously maintain adequate protection of all such work from damage and shall protect the property of the University from injury or loss arising in connection with work. Contractor shall make good any such damage, injury or loss except such as may be caused by agents or University.
14. **Non-Discrimination Clause:** In the performance of this purchase order, the vendor agrees not to discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because or race, color, religion, national origin, ancestry, age, sex or handicapped condition. The vendor further agrees that every subcontract entered into for the performance of this purchase order will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This convenient is required pursuant to Section 4 of Act No. 251, Public acts of this State of Michigan of 1995 and Public Law 92-112, and any breach thereof may be regarded as a material breach of this purchase order. Lake Superior State University is an equal opportunity employer.
15. **Occupational Safety and Health Warrant:** Vendor warrants that the product sold or serviced rendered shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, PL 91.596). In the event the product sold does not conform to the OSHA standards and/or regulations, the University may return the product for correction or replacement at vendor's option and expense. Services performed which do not conform to the OSHA standards and/or regulations must be corrected at vendor's expense by vendor or the University in the event vendor fails to make the appropriate correction within a reasonable time.
16. **Tax Exemption:** Lake Superior State University is exempt from payment of Michigan general sales tax (see Michigan Public Act 167 of 1933, Sec. 4 as amended). Lake Superior State University is exempt from payment of use tax (see Michigan statutes annotated section 7.555 [4] [1]).
17. **Law:** The laws of the State of Michigan shall govern this order, and the venue of any action brought hereunder may be laid in or transferred to the county of Chippewa, State of Michigan.