

Wright State University
Purchase Order Instructions, Terms and Conditions

1. **Acceptance** - This order is subject to immediate acceptance by the Seller or Contractor (hereinafter "SELLER"), or Wright State University (hereinafter "UNIVERSITY") reserves the right to cancel the order. Once accepted, the order shall constitute the entire contract between the SELLER and UNIVERSITY 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 F.O.B. Wright State 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 the 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 the order for default.
10. **Ohio Law** - Performance of this order and all 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 they will observe all requirements relating to fair and minimum wages and conditions of employment without discrimination; to provide equal opportunity to all employees or persons, without regard to their race, sex, color, religion ancestry, national origin, age, disability, veteran status, or sexual orientation, and remain at all times in compliance with all executive orders issued, or that have been issued by federal or state agencies, with regard to equality of opportunity including those dealing with affirmative action. Any breach thereof may be regarded by the UNIVERSITY as a material breach of the Purchase Order.
12. **Invoicing** - Individual invoices must be issued for each purchase order. Invoices shall be submitted to the Accounts Payable Department. 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 or 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 CORRESPONDENCE INCLUDING INVOICES, PACKING LISTS, AND BILLS OF LADING.
14. **Serial Numbers** - Manufacturer serial number must be shown on the invoice for each of the items ordered that have a serial number. Payment will be withheld until serial numbers are furnished.
15. **Taxes** - Wright State 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 Taxes per permit No. 31-0732831.

16. **Ohio Revised Code 9.24** - Ohio Revised Code (O.R.C.) Section 9.24, effective 1/1/04, prohibits the State from awarding a contract to any offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the acceptance of this order, without notifying the University of such finding.

Contractor warrants that it is not subject to an unresolved finding for recovery for recovery under O.R.C. 9.24. If the warranty is false on the date the parties accept this order, this order is void ab initio, and the contractor must immediately repay to the state any funds paid as a result of this order.

17. **Ohio Revised Code Section 3517.13** - By accepting this order, the Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of The Ohio Revised Code (O.R.C.) Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13 (related to campaign contributions).
18. **"Authorized Reseller"** - All new equipment sold to Wright State University must be from an "Authorized Reseller". Reseller certification must be made available upon request. Original Equipment Manufacturer's warranty must be valid for the purchasing entity. No **"Gray Market"** equipment will be accepted.
19. **Business Integrity Hotline** - Wright State University recognizes the importance of business integrity and has established a confidential hotline. When you call 937-775-3997 (24 hours a day) you do not have to give your name, but please give detailed information regarding your concern. For further information, please visit: www.wright.edu/admin/audit/hotline.html.