

**The following terms and conditions, and any specifications, drawings and additional terms and conditions that may be incorporated by reference or appended hereto, are part of the purchase order. By accepting the purchase order, or any part thereof, Seller agrees to and accepts all the following terms and conditions.**

1. Any purchase order issued by the Bowling Green State University Purchasing Department is a binding contract between the **Buyer (Bowling Green State University, or BGSU, or University, or BGSU Foundation)** and the **Seller (Vendor or Contractor)** indicated on the purchase order. Therefore, the terms and conditions of the purchase order, bid, or Request for Proposal (RFP), if applicable, govern the obligations of each party to the contract. Any discrepancies in fulfilling the terms of the purchase order must be resolved between the Buyer and Seller prior to the delivery of any service or commodity to the Buyer.
2. **Order Changes:** No substitutions, alterations, additions or deletions are authorized to this order without the written consent of the Purchasing Department. Buyer reserves the right to return goods at Seller's expense if the order is billed at a higher price than specified, or the goods are nonconforming, unless prior written approval for the modification has been obtained.
3. **Correspondence:** Direct all correspondence to: Bowling Green State University, Attn: Purchasing Department 1851 N. Research Drive, , Bowling Green, OH 43403, or email [purchasing@bgsu.edu](mailto:purchasing@bgsu.edu). Please reference the purchase order number on all correspondence.
4. **Tax Issues:** BGSU is exempt from Ohio sales tax [per ORC 5739.02(B)(1)] and from federal excise tax.
5. **Invoices:** Mail all invoices to Bowling Green State University, Accounts Payable, BGSU Huntington Building, 1851 N. Research Drive, Bowling Green, OH 43403 or email [bgsuap@bgsu.edu](mailto:bgsuap@bgsu.edu). Please reference the purchase order number on all invoices.
6. **Payment Terms:** Payment terms for all University purchase orders are Net 30 days unless previously authorized in writing.
7. **Inspection, Acceptance and Payment by Buyer:** All goods shall be received subject to Buyer's right of inspection and rejection of non-conforming or defective goods. Those goods rejected as a result of inspection will be held for Seller's inspection at Seller's risk and, if Seller directs, will be returned at Seller's expense. Freight to and from original destination for excess goods, except for customary quantity variations recognized by trade practice, will be paid by Seller.
8. **Packing and Cartage:** Goods are to be shipped to the Buyer's designated destination as F.O.B. Destination. No charge for packing or cartage will be allowed except as stated on the original purchase order without written approval of the Purchasing Department prior to shipments.
9. **Assignment:** Neither party shall assign or transfer a University purchase order, or any interest therein or monies payable thereunder, without the prior written consent of the other party. Any assignment made without such consent shall be null and void.
10. **Title:** Buyer shall take and assume legal title to the goods based on the F.O.B. indication unless otherwise specified in the purchase order.
11. **Interpretation and Governing Law; Forum:** Each Bowling Green State University purchase order is a contract that shall be construed according to the laws of the State of Ohio. Any dispute involving the University will be adjudicated by the Ohio Court of Claims.
12. **Warranty:** Seller expressly warrants that all work, including articles, materials, and designs supplied by Seller, will conform to the specifications, drawings, samples, or other descriptions set forth in the purchase order or furnished by Buyer, and will be of good material and workmanship and free from defect. Any work which is found to be defective either before or after acceptance may be rejected and returned to Seller at Seller's risk and expense for repair or replacement, or, if Seller cannot make the repair or replacement in the time required by Buyer, Buyer may, in its sole discretion, reject such defective goods and/or work for credit. If Buyer finds it impractical to return defective work for repair or replacement within a reasonable time, it may perform necessary repairs at its own location and charge the reasonable cost thereof to the Seller. Any payments made on any rejected work shall be immediately refunded to Buyer.
13. **Non-Discrimination:** Seller will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age or disability and are treated accordingly during employees' employment. The Seller will conform to all provisions of law relating hereto.

14. **Specified Delivery:** In the event of Seller's failure to deliver as and when specified, Buyer reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and Seller agrees that Buyer may return part or all of any shipment so made and may charge Seller with any loss, or expenses, sustained as a result of such failure to deliver.

15. **Ownership Claims:** In the event any article sold and delivered hereunder shall be covered by any patent, trademark, copyright, or application therefor, Seller will indemnify and save harmless Buyer from any and all loss, cost or expense on account of any and all claims, suits or judgments on account of the use or sale of such article in violation of rights under such patent, trademark, copyright or application.

16. **Safety:** The Contractor shall become familiar with and strictly follow the **Contractor/ Subcontractor Required Safety and Environmental Practices** as posted on the BGSU Environmental Health and Safety website, located at this address: <https://www.bgsu.edu/content/dam/BGSU/envhs/documents/ContractorRequirements.pdf> Should the documents not be found at this site, it is the Contractor's responsibility to obtain a copy from the Purchasing Department.

17. **Confidentiality:** Seller agrees not to use the name of Buyer, or to quote the opinion of any of Buyer's employees, in any advertising without obtaining the prior written consent of Buyer. Seller will not disclose any information obtained from Buyer in the course of the purchase without the explicit written consent of Buyer.

18. **Seller Performance:** Buyer may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

19. **Hold Harmless:** Seller agrees to indemnify, defend and hold harmless Buyer, its trustees, officers, agents and employees, from and against any and all claims and demands which may arise in any way out of the furnishing of goods or services under the purchase order, except to the extent due to a negligent or willful act of Buyer, its officers, agents or employees.

20. **Insurance by Service Providers:** A Contractor providing services shall obtain and maintain at least the minimum insurance coverage set forth in the presiding contract or as outlined on the BGSU Risk Management website located at this address: <https://www.bgsu.edu/risk-management/insurance-requirements-in-university-contracts.html>. Contractor warrants and represents that it has acquired this insurance coverage and will maintain it throughout the term of the contract. Verification of acceptable coverage meeting these requirements will be furnished to the University prior to commencement of services. Contractor is not relieved of any liability or contractual obligation by reason of its failure to obtain or maintain the required insurance.

21. **Federal Grants:** BGSU will state if a purchase order is made pursuant to a federal grant. If the purchase order is made pursuant to a federal grant, Contractor must comply with the "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," 2 CFR Part 200, Appendix II, which are incorporated herein by reference and available at: <https://www.ecfr.gov/cgi-bin/text-idx?SID=fd81438e002376d3ea9ce1585b272977&mc=true&node=ap2.1.2001521.ii&rgn=div9>.

22. **Export Administration Regulation (EAR):** Seller should supply an Export Control Classification Number (ECCN) for every item ordered, if applicable.

23. **Findings for Recovery:** Seller warrants that it is not subject to any "unresolved" finding for recovery under Section 9.24 of the Ohio Revised Code. If the warranty is deemed to be false, the purchase order is void *ab initio* and Seller must immediately repay to the University any funds paid under the purchase order.

24. **Drug Free Workplace Compliance:** By accepting a purchase order, Seller agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that its employees and subcontractors do not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way, while engaged in the work being performed under the purchase order.

25. **Prevailing Wage:** For Prevailing wage projects Contractor shall base proposal on prevailing wage rates, as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the project, as provided for in Ohio Revised Code O.R.C. Sections 4115.03-4115.16.

26. **Executive Orders:** The Seller has read and understands the applicable Executive Orders, including but not limited to: 2019-12D and 2022-02D. These Executive Orders explain the prohibitions of performance of offshore services, locating State data offshore in any way or purchasing from Russian institutions or companies.