



## PURCHASE ORDER 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)** and **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 vendor 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 non-conforming, unless prior written approval for the modification has been obtained.
3. **Correspondence:** Direct all correspondence to: Bowling Green State University, 103 Park Avenue, Attn: Purchasing Department, Bowling Green, OH 43403. Please reference the purchase order number on all correspondence.
4. **Tax Issues:** BGSU is exempt from Ohio Sales Tax, (reference ORC, 5739.02 (B) (1) and from Federal Excise Tax.
5. **Invoices:** Mail all invoices to Bowling Green State University, Accounts Payable, Room 319 Administration Building, Bowling Green, OH 434031. 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.
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 approval of the Purchasing Department prior to shipments.
9. **Assignment:** Buyer nor seller shall assign or transfer a University purchase order, or any interest therein or monies payable there under, without the 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:** Each Bowling Green State University purchase order is a contract that shall be construed according to the legal venue of the laws of the State of Ohio.

12. **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.
13. **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.
14. **Ownership Claims:** In the event any article sold and delivered hereunder shall be covered by any patent, copyright or application therefore. 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 sales of such article in violation of rights under such patent, trademark copyright or application.
15. **Safety:** Seller guarantees that the design and performance of all items being purchased conform to the requirements of applicable insurance and government health and safety regulations, including regulations administered by OSHA and EPA.
16. **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.
17. **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.
18. **Hold Harmless:** Seller agrees to indemnify, defend and hold harmless Buyer, its trustees, officers, agents and employees, of, from and against, any and all claims and demands which may arise in any way out of the furnishing of goods or services hereunder, except those arising by reason of the negligent or willful act of Buyer, its officers, agents or employees.

### **Terms and Conditions Specific to Construction Purchase Orders**

The following terms and conditions and any specifications, drawings and additional terms and conditions, 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 terms and conditions of the purchase order.

Buyer has made every effort to comply with the laws of the State of Ohio in the appropriation and purchase of construction services which may be, based on funding authority, subject to processing according to policy of the State of Ohio and compliance with prevailing wage requirements, publication requirements and sealed bid processing.