

NCCU PO General Terms and Conditions

Purchase Order Acceptance

In accepting this order, Seller acknowledges and agrees to abide by the Conditions of Purchase set forth here and as set forth on the University's Purchasing Department website <https://www.nccu.edu/divisions/business-and-finance/purchasing/policies/index.html>. All of the Conditions of Purchase cited here and on the website constitute important parts of Seller's Agreement with the University and may materially affect Seller's rights and obligations with respect to Seller's transaction with the University. Seller should review the Conditions of Purchase and be sure Seller understands their rights and obligations before accepting this purchase order. Consult with Seller's attorney if Seller has any questions. If Seller does not have web access, contact the University Purchasing Office for a printed copy of the information.

Subcontracting

Unless otherwise noted, the Seller shall furnish all material and labor required for the work outlined in these specifications. Unless authorized in writing by the University, the Seller MAY NOT subcontract the work to any other company. All work shall be performed by workers who are employees of the Seller.

Governing Law

This Purchase Order and the acceptance of it shall be made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

Default

In case of default by the Seller, North Carolina Central University may procure the product(s) or service(s) from other sources and hold the Seller responsible for any excess cost occasioned thereby. In the event of default by the Seller under this Contract, the University may immediately cease doing business with the Seller, immediately terminate for cause all existing Contracts with the University, and de-bar the Seller from doing future business with the University. Upon the Seller filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Seller, the University may immediately terminate, for cause, this Contract and all other existing Contracts the Seller has with the University, and de-bar the Seller from doing future business with the University.

No C.O.D.

No merchandise is to be shipped collect or C.O.D.

DO NOT DUPLICATE ORDER

DO NOT DUPLICATE THIS PURCHASE ORDER

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End of Year Only

All products/services must be delivered, rendered, invoiced and received to the University Accounts Payable Department no later than June 30, 2019. If unable to deliver, please contact the Purchasing Department at (919) 530-5223 and provide an anticipated delivery date.

SALES/USE TAX EXEMPTION

NC North Carolina Central University Sales/Use Tax Exemption Number: 400045

Product Standards and Safety

STANDARDS: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. PRODUCT SAFETY LISTING: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Does the complete product offered herein comply with the above requirement? _____ (yes/no) If equipment offered herein is powered by connection to an electrical source, what is the name of the laboratory whose listing label is affixed to the exterior of the equipment (U.L., MET, CSA, ETL, etc)?

Billing

All invoices are to be sent to Accounts Payable, North Carolina Central University, Post Office Box 19737, Durham, North Carolina 27707. Phone: (919) 530-6360 Fax: (919) 530-7995, Email: acctpay@nccu.edu

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Indemnification

Notwithstanding language to the contrary, Agency agrees to indemnify and hold harmless University from any claim, suit, damage, liability, injury, expense or loss arising out of or from Agency's negligent acts or omissions." Notwithstanding any other term or provision, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the State under applicable law

Purchase Order Number

Each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoice for payment.

State/Federal Taxes

The University does not pay state or federal taxes unless otherwise required under law or regulation. North Carolina Central University is NC Sales & Use Tax Exempt: #40046.

Excess of Quantity

The University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity shown on this purchase order. Any unauthorized quantity is subject to the University's rejection and shall be returned at the Seller's expense.

Unauthorized Purchases

North Carolina Central University is not responsible for goods delivered or services performed without a written purchase order from the University Purchasing Office.

Availability of Funds

Any and all payments to the Seller are dependent upon and subject to the availability of funds to North Carolina Central University per the State Budget Act and GS 143 (C).

Material Safety Data Sheet

All Material Safety Data Sheets on all chemicals should be forwarded to the North Carolina Central University Purchasing Department prior to shipment of materials.

Condition and Packaging

Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

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Auditor

The State Auditor and North Carolina Central University's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e. the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

Standing/Open Purchase Order

Standing/Open Orders are only for the period and amount specified on the purchase order, and shall not exceed the dollar amount cited on face of this order, unless amended by a change order from the University Purchasing Department. Failure to comply by the Supplier may cause nonpayment for any invoice(s) that exceeds the dollar amount on the purchase order.