

## QU Terms & Conditions

QUINNIPIAC UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY MERCHANDISE ORDERED WITHOUT AN SIGNED AGREEMENT OR APPROVED PURCHASE ORDER.

1. PARTIES: The term "seller" as used herein shall be defined as the addressee of this order, the term "University" shall be defined as QUINNIPIAC UNIVERSITY, 275 Mt. Carmel Ave. Hamden, CT 06518-1908, a Connecticut 501C3 Corporation
2. CONFIDENTIALITY: Seller shall preserve in strict confidence all confidential, sensitive or proprietary information of Quinnipiac University received from Quinnipiac University ("Confidential Information"), whether or not marked "Proprietary" or "Confidential," and whether oral or written, using the same degree of care as it takes to preserve and safeguard its own confidential or proprietary information (but in no event less than a reasonable degree of care.) Confidential Information shall not include information that Seller can demonstrate by written evidence was publicly available at the time of disclosure or was independently developed by Seller without reference to Confidential Information. Seller will not (i) disclose or cause to be disclosed at any time any Confidential Information obtained from Quinnipiac University, or (ii) use or cause to be used any of such Confidential Information for any purpose, except as required in the performance of the services required by the Order. Seller represents, warrants and covenants that it shall maintain physical, electronic and procedural safeguards designed to (1) insure the security, integrity and confidentiality of all Confidential Information, (2) protect against any anticipated threats or hazards to the security, integrity or confidentiality of Confidential Information, and (3) protect against unauthorized access to or use or disclosure of Confidential Information.
3. OFFER ACCEPTANCE AND LIMITATIONS: Shipment, in whole or in part, of goods or rendering, in total or in part, of services ordered herein shall constitute acceptance of this order and all terms and conditions herein stated. The terms and conditions of this purchase order shall not in any way be changed, limited, controlled, or restricted by any oral statement or the provisions of the Seller's forms, letters, or papers which are inconsistent herewith, unless specifically authorized in writing by the University.
4. INVOICES, PAYMENT, AND TAXES:
  - a. Invoices shall be rendered on completion of services or delivery of goods and shall contain the Purchase Order Number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price. Each invoice must refer to one, and only one, purchase order.
  - b. Payment shall be made on the terms of net 30 days from the date of invoice. Cash discount periods shall be computed from either the date of actual delivery of the goods or the date an acceptable invoice is received, whichever is later. All claims for money due or to become due from Purchaser shall be subject to deduction by Purchaser for any setoff or counterclaim arising out of this or any other of Purchaser's Orders with Seller.
  - c. Seller recognizes that Purchaser will be treated as a tax exempt entity, and Purchaser will provide Seller with its exemption certificate on request. All invoices of Seller to Purchaser shall exclude taxes that are excludable under Purchaser's tax exempt status.
5. DELIVERY: Unless otherwise specified in the Order, all shipments shall be F.O.B. Destination to the "ship to" location specified in the Order. Delivery shall be in accordance with the schedule set

forth in the Order, unless otherwise agreed to by Buyer. Delays in shipment shall be reported immediately by Seller to Buyer. Buyer reserves the right to cancel the Order, in whole or in part, if Seller should fail to make deliveries in accordance with the terms of the Order, or require Seller to ship goods, at Seller's expense, by expedited routing. All shipments on which freight charges are due must be prepaid. Collect shipments cannot be accepted.

6. **CHANGES:** Quinnipiac University may at any time, by written order and without notice to any surety, make changes or additions within the general scope of this purchase order in or to drawings, designs, specifications, instructions for work, method of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this order, Vendor shall notify the University in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this order. Any claim by Vendor for any such adjustment must be made within thirty (30) days, or such other period as the parties may agree in writing, after Vendor's receipt of notice of the change. Nothing herein contained shall excuse Vendor from proceeding with the purchase order as changed.
7. **CANCELLATION:** Time is of the essence and the University may at its option, and without limitation of any of its other rights, cancel all or any part of this order if deliveries/services are not made within time specified. The University furthermore reserves the right to charge the seller with any loss or expenses sustained as a result of such failure to deliver.
8. **QUANTITY:** Material shipped in excess of the college's stated requirements may be returned at the Seller's expense.
9. **HAZARDOUS:** All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Supplier shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials upon request.
10. **WARRANTIES:** All provisions and remedies of the Connecticut General Statutes Title 42A, Uniform Commercial Code, relating to implied and/or express warranties are incorporated herein. The Seller warrants that all material, work, or merchandise supplies under this order shall conform to specifications, drawings, samples, or other descriptions furnished or adopted by the University, and shall be fit and serviceable for the purpose intended, and quality and workmanship shall be free from defect. All such material, work, or merchandise shall be subject to the University's inspection before acceptance, and also later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Seller's risk and expense for storage and other charges. Neither receipt of goods nor payment therefor shall constitute a waiver of this provision.
11. **ADVERTISING:** Seller agrees not to make reference to the Quinnipiac University in any advertising material of any kind, without the express written permission of the University.
12. **COMPLIANCE WITH THE LAW:** Seller represents and warrants that, in the production and sale of goods to be delivered pursuant hereto, and in the provision of services hereunder, Seller has complied with all applicable federal, state, and municipal laws and regulations, including, without limitation, (a) all such laws and regulations pertaining to health, safety and environmental standards, (b) all such laws and regulations pertaining to design, manufacture, testing, labeling,

and transportation of such goods, and (c) all such laws and regulations pertaining to affirmative action, nondiscrimination, and equal opportunity, including without limitation, the requirements of the Fair Labor Standards Act of 1938, as amended, and the rules and regulations of the Secretary of Labor issued pursuant to Executive Order Number 11246 of September 24, 1965.

13. INDEMNIFICATION: Vendor shall indemnify and hold Quinnipiac University harmless from any and all claims, losses, liabilities, damages, costs and expenses including reasonable attorneys' fees, including without limitation claims of injury or death to persons or damage to property (collectively, "Losses"), which may result from any act or omission arising out of the performance or non-performance of this order (including without limitation acts or omissions of Vendor or of its agents, employees or subcontractors), except to the extent that such Losses are due directly to Quinnipiac University's gross negligence or willful misconduct. Vendor shall compromise or defend any such claim, suit or action.
14. INSURANCE: Before any work may be performed on the University's premises, evidence of the following insurance coverage (Certificate of Insurance) in force must be in the possession of the Associate Vice President of Auxiliary Services, Quinnipiac University, 275 Mount Carmel Avenue, Hamden, CT 06518-1908. The Associate Vice President of Auxiliary Services reserves the right to determine what constitutes sufficient evidence to prove the existence of the required insurance coverage.
15. INSPECTION: Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, the University may exercise all of its rights, including those provided in the Connecticut Uniform Commercial Code. The University shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, the University may require supplier to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (a) require supplier to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due supplier to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.
16. INDEPENDENT CONTRACTOR: Supplier shall perform its duties hereunder as an independent contractor and not as an employee. Neither supplier nor any agent or employee of supplier shall be deemed to be an agent or employee of the University.
17. ASSIGNMENT: Supplier shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of the University. This PO shall inure to the benefit of and be binding upon supplier and the University and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to the University.
18. INTELLECTUAL PROPERTY: Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by supplier in performance of its obligations under this PO shall be the exclusive property of the University. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative

works, or otherwise use the materials. Supplier shall comply with all applicable laws, regulations and University policies related to confidential information and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

19. TAX EXEMPTION: Items on the face of this order are tax exempt from the Connecticut Sales and Use Tax under Sec. 12-412(4) General Statutes, revisions of 1958 as amended, covering purchases of materials, tools and fuel, or are resale as an integral part of a finished product, or are consumed directly in the process of manufacturing or producing such finished product for sale. In the event such purchases are used for any other purpose than as above specified, the College accepts responsibility to report and pay the tax. The University's Connecticut State Tax Exempt Number is E01641.

Signature constitutes acceptance of Quinnipiac Terms and Conditions.

CONTRACTOR

By: \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_