

## **TERMS AND CONDITIONS OF THE PURCHASE**

*The contract will be reviewed to make sure nothing conflicts with our standard terms and conditions listed below*

### **Purchase Orders**

4.1.1 ALL ORDERS PLACED BY A TEXAS WESLEYAN UNIVERSITY EMPLOYEE FOR BILLING TO THE UNIVERSITY MUST BE ACCOMPANIED BY A TEXAS WESLEYAN UNIVERSITY PURCHASE ORDER WITH A VALID PURCHASE ORDER NUMBER. THE ONLY EXCEPTION TO THIS WOULD BE EMPLOYEE PURCHASES ON A TEXAS WESLEYAN UNIVERSITY PROCUREMENT CARD. Note that there will be two purchase orders issued as a result of this RFP because of different funding sources.

4.1.2 THE PURCHASE ORDER NUMBER(S) **MUST** APPEAR ON ALL INVOICES, SHIPPING PAPERS, PACKAGES AND ALL CORRESPONDENCE PERTAINING TO THIS ORDER. PURCHASES MADE VIA TEXAS WESLEYAN UNIVERSITY PROCUREMENT CARD SHOULD REFERENCE THE CARDHOLDER'S NAME. **AN OMITTED OR INVALID PURCHASE ORDER NUMBER WILL SIGNIFICANTLY DELAY PAYMENT AND ULTIMATELY MAY RESULT IN NONPAYMENT AND/OR RETURN OF MERCHANDISE.**

4.1.3 TO BE ELIGIBLE FOR PAYMENT, AN ORIGINAL INVOICE MUST BE SUBMITTED. FAXES AND/OR PHOTOCOPIES ARE NOT ACCEPTABLE.

### **Standard Terms**

TEXAS WESLEYAN UNIVERSITY'S STANDARD TERMS ARE NET 30

### **Invoice Pricing Differences**

SHIPPED GOODS THAT ARE NOT PRICED IN ACCORDANCE WITH THE PURCHASE ORDER ARE SUBJECT TO RETURN TO THE SELLER AT THE SELLER'S EXPENSE. BUYER SHALL NOT ASSUME RESPONSIBILITY FOR GOODS SHIPPED UNDER THESE CIRCUMSTANCES. Any price(s) that are the direct result of quotation (s) solicited by the buyer, whether verbal or written, are firm and are not subject to change without the express permission of Texas Wesleyan Purchasing Department

### **Taxes**

Unless otherwise noted, Buyer is exempt from state sales and use taxes. Proper certifications will be furnished as required.

### **Warranty of Seller**

Seller expressly warrants that all the goods and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by buyer, and will be of good material and workmanship and free from defect. Seller also warrants that all goods covered by this order which are of Seller (s) design or are Seller's standard product are in accordance with Seller (s) specifications, and are fit and sufficient for the purpose intended.

### **Confidentiality**

Vendor shall, and shall ensure that all of its employees and agents involved with the performance of the Services, keep confidential any proprietary, trade secret, business secret, copyright, patent or other such information of Texas Wesleyan University, or of

any of its vendors, suppliers, or constituents, which it learns as the result of carrying out its obligations under this Agreement, unless specifically directed by the University to release the information. Vendor expressly further agrees that it shall return any such information and copies thereof to the University upon completion of Vendor's duties under this Agreement, or upon the University's request. The terms of this Section shall survive the termination of this Agreement.

### **Indemnification**

The vendor shall indemnify, hold harmless and defend the University and its trustees, administrators, faculty and employees from any liability, loss, claim, damage, expense, including attorneys' fees, injury, or death arising out of, or incident to, vendor's negligence or deliberate action.

The University shall indemnify, hold harmless and defend the contractor, vendor or facility and its employees from any liability, loss, claim, damage, expense, including attorneys' fees, injury, or death arising out of, or incident to, the University's negligence or deliberate action.

### **Governance and Venue of Disputes**

Disputes arising during the course of any agreement reached as a result of this proposal shall be governed by the laws of the State of Texas and under the jurisdiction and venue in the courts of Tarrant County, Texas.