

# St. Catherine University Purchase Terms and Conditions

## PURCHASE ORDER ACCEPTANCE

All purchase orders from St. Catherine University (the "University") ARE HEREBY EXPRESSLY LIMITED TO THE TERMS HEREIN, INCLUDING THOSE SET FORTH ON ANY FACE SHEET AND IN ANY DOCUMENT ATTACHED HERETO OR INCORPORATED BY REFERENCE HEREIN. No other terms or conditions altering these purchase order terms and conditions, including those found in any invoice, will be binding upon the University unless consented to in a writing signed by an authorized agent of the University, and THE UNIVERSITY HEREBY GIVES NOTICE OF OBJECTION TO ANY TERMS SET FORTH IN ANY OTHER WRITING, INCLUDING ANY INVOICE, WHICH ARE IN ADDITION TO OR DIFFERENT THAN THE TERMS SET FORTH HEREIN. Any delivery made in accordance with a purchase order of the University shall also constitute an acceptance of these terms and conditions.

## PURCHASE ORDER NUMBER

Purchase order number and the applicable department number/contact's name must appear on all packages, bills of lading, packing lists and invoices. The University is not obligated to recognize or adhere to invoice payment requests without proper purchase order numbers. The Vendor must obtain purchase orders prior to acceptance of orders and issuance of invoices; no order shall be binding unless a written purchase order has been given by the University and accepted in whole by the Vendor.

## INVOICES

All invoices must be sent to:

St. Catherine University  
2004 Randolph Avenue F-05  
St. Paul MN 55105

All payment terms shall be no shorter than Net 30 days unless discounts acceptable to the University apply. Payment of invoices is contingent upon purchase order identification. Invoices will be generated (unless otherwise specified) the day shipments are made. Individual invoices will be issued for each shipment and each order. Unless noted on the face of the applicable purchase order, the price of any items includes all applicable federal, state and local taxes.

## DISCOUNT

Discount terms must be stated on the invoice. Discounts will be calculated from the date products or services are received.

## DELIVERY

Time is of the essence for all orders. The University reserves the right to cancel any order in whole or in part if any shipment of products or provision of services is not received by the time specified in the order.

## QUANTITY

The University's count of any products will be accepted as final and conclusive on all shipments not accompanied by a packing list. Unless expressly provided for to the contrary on the face of an order, all shipments are to be made F.O.B. the University (at the specific location requested by the University), and the Vendor shall bear all cost for cartage, boxing, and containers as required.

## ACCEPTANCE OF PRODUCTS AND SERVICES

An order, when accepted by the Vendor, shall constitute the entire contract between the University and the Vendor and shall not be altered, amended, supplemented, or cancelled without the written approval of the University. All products and services shall be received subject to the University's right to inspect and reject nonconforming products and services, and the University shall have reasonable time after delivery to perform such inspection. All risk of loss and damage for any products ordered by the University shall be borne by the Vendor until the products are inspected and accepted by the University after delivery. Payment for products or services covered by this purchase order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove the Vendor's responsibilities for fulfillment of its warranties. Products which have been delivered and rejected may be returned at the Vendor's round trip expense to the Vendor for reimbursement, credit, replacement or correction as the University may direct or may be corrected and/or replaced by the University with cost of correction or replacement at the expense of the Vendor.

## PACKAGING AND SHIPPING MATERIALS

Unless otherwise specified in the purchase order, no charge shall be made to the University for packing, transportation, or storage of the items covered by any purchase order. All items covered by a purchase order shall be packed in accordance with good commercial practice to prevent any damage to the items

and the Vendor shall be liable for damage to items caused by improper packing or packaging.

## CHANGES

The University may from time to time, by written instructions or drawings issued to the Vendor, make changes, issue additional instructions, require additional work, or direct the omission of work previously ordered. The provisions of this agreement shall apply to all such written modifications

## SUBSTITUTIONS

Substitutions of product, change of quantity, or any other change of order must have prior written approval from the University's **[Purchasing Agent]** placing the order.

## ADDITIONS

No extra work, additions, or alterations will be paid for by the University unless performed pursuant to and in accordance with the written order of the University.

## CANCELLATIONS

The University may cancel this order at any time, giving notice in writing. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the change, but in no event shall the University be required to pay more than Vendor's actual cost of labor and supplies consumed to the point of cancellation.

## TERMINATION FOR DEFAULT

- a) In the event of the Vendor's default hereunder, the Buyer may exercise any or all rights accruing to it, both at law (including those set forth in Article 2 of the Uniform Commercial Code) or in equity.
- b) The Vendor's obligations that by their terms or that would ordinarily be expected to survive a termination of an order will survive indefinitely. As illustration but not limitation, the Vendor's obligations under the warranty, intellectual property, and indemnification provisions of any purchase order shall survive any termination.

## WARRANTY AND INSPECTION

In addition to all other warranties separately provided by the Vendor or available to the University under law, all products sold and work performed under any purchase order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the University and will be of good material and workmanship free from defects and of good and merchantable quality and fit for their intended purposes, which intended purposes are known to the Vendor.

## SAMPLES

The University may demand samples for inspection and approval prior to manufacture or delivery, which the Vendor must provide.

## INTELLECTUAL PROPERTY

The Vendor warrants that the products and services delivered, either alone or in combination with other materials, will not infringe on any patents, copyrights, trademarks, trade secrets, or other intellectual property in the United States or any foreign country. The Vendor agrees to indemnify, defend, and hold harmless the University in any action arising out of any intellectual property infringement.

## INDEMNIFICATION

The Vendor agrees to indemnify, defend and hold the University harmless from and against all liability, loss, obligation, claims, fees, costs and expenses (including legal fees) resulting from the actions, errors, omissions or negligence of the Vendor, its directors, officers, employees, agents, contractors or subcontractors, including, but not limited to, any defect in material, any defect in services, workmanship, design of any goods furnished, intellectual property infringements or violations, failure to follow or abide by any and all governing laws, ordinances, codes and regulations or breach of these terms and conditions.

**INSURANCE** – The Vendor shall maintain the following insurances:

- a) Commercial General Liability insurance, including contractual liability and Products – Completed Operations liability, with limits not less than \$1,000,000 per occurrence, written on an

occurrence basis, by an insurer rated not less than B+++. The University will be an Additional Insured in such policy.

b) Automobile Liability insurance with limits not less than \$500,000 per accident combined single limit or its equivalent.

c) Statutory Workers' Compensation in accordance with governing law, and \$500,000 per accident of Employers' Liability insurance.

d) Upon the request of the University, the Vendor shall provide one or more Certificates of Insurance evidencing the required insurances and providing a minimum the thirty (30) days written notice of cancellation to the University.

#### **BANKRUPTCY**

In the event of any proceedings in bankruptcy or insolvency by or against the Vendor, the appointment (with or without the Vendor's consent) of an assignee for the benefit of creditors or a receiver, or acknowledgement by the Vendor that the Vendor is insolvent, the University may immediately cancel this order for default.

#### **MINNESOTA LAW**

Performance of all purchase orders and all other matters pertaining thereto shall be governed by the laws of the State of Minnesota without regard to its choice of law provisions of principles of comity.

#### **LEGAL VENUE**

The jurisdiction and legal venue for any and all claims or other legal matters pertaining to the performance of this order shall be the state or federal courts located in the County of Ramsey, Minnesota, and the parties waive any objection thereto (including inconvenient forum or venue).

#### **ASSIGNMENT PROHIBITED**

Any assignment of the University's purchase order or rights thereunder, without written consent of the University, prohibited and is void. The Vendor may not procure or contract for the procurement of any product or services in any purchase order without first securing the written approval of the University.

#### **REMEDIES**

All remedies and damages provided herein shall be cumulative and are in addition to any other remedies that may be available to the University by law or equity.

#### **TAX IDENTIFICATION INFORMATION**

All vendors and service providers are required to supply IRS Form W9 with pertinent tax identification information. Payment is contingent upon the University having current and accurate information on file.

#### **UNIVERSITY TAX EXEMPT INFORMATION**

The University operates under the State of Minnesota Certificate of Tax Exemption #ES 21123.

#### **COMPLIANCES**

As a supplier of products or services to the University, the Vendors must comply with all applicable laws and regulations, including but not limited to those specific laws and regulations stated with specificity elsewhere in these terms and conditions.

**OSHA** – Products shall meet, and be in compliance with, the current applicable prescribed standards of the Federal Occupational Safety and Health Act of 1970 in effect on the date of this order.

**FAIR LABOR STANDARDS** – The Vendor certifies that all products produced and sold to the University will be produced in accordance with the Fair Labor Standards Act of 1938, as amended.

#### **MSDS FORMS**

Payment for products is contingent upon the Vendor supplying Material Safety Data Sheets (OSHA-20) for all applicable items.

#### **QUESTIONS**

Questions may be directed to the Procurement and Auxiliary Services Director.