

## Terms and Conditions for Purchase Orders

This Purchase Order is subject to the following terms and conditions and no others unless there is prior written consent of both parties.

The laws of the Commonwealth of Kentucky shall apply in all disputes.

All shipments are to be made FOB Destination, freight prepaid, to receiving point at Morehead State University, Morehead, KY as specified on the Purchase Order, unless otherwise indicated on this form.

Morehead State University is exempt from Federal Excise Taxes and Kentucky Sales and Use Taxes. Do not include taxes when submitting invoices. Tax Exemption Certificates will be furnished upon request.

All vendors are subject to and must comply with applicable state and federal anti-discrimination laws.

All items procured under this Purchase Order shall be packaged and packed best commercial pack at no additional charge to the University. Such procedure shall require the inclusion of a packaging list in each box shipped which indicates the contents thereof.

Buyer may cancel an order, in whole or in part, without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the terms or conditions stated herein. Buyer may terminate an order in whole or in part at any time for its convenience, by notice to Seller in writing. On receipt of such notice, Seller shall, and to the extent specified herein, stop work hereunder and the placement of subcontract, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination. Any cancellation or termination by Buyer, where for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller. Buyer shall have the right to audit all elements of any termination claim and Seller shall make available all books, records, and papers related thereto.

Risk of loss or damage to goods shall be on the Seller until such goods have been delivered to and accepted by Buyer, notwithstanding any other terms contained herein. All goods will be received by Buyer subject to its right of inspection and rejection. Buyer shall be allowed a reasonable period of time to inspect the goods and to notify Seller of any nonconformance with terms and conditions of this order. Goods so rejected may be returned to the Seller, or held by the Buyer at Seller's risk and expense.

The Seller expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of this order in the Commonwealth of Kentucky. In addition to all warranties which may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent the goods are not manufactured pursuant to detailed designs furnished by Buyer, they will be free from defects in design. Such warranties, including warranties prescribed by law, in design. Such warranties, including warranties prescribed by law, shall run to Buyer, for a period of one year after delivery.

To the extent the goods are not manufactured in accordance with Buyer's designs, Seller shall defend, indemnify and hold harmless Buyer, Buyer's assignees, and other users of the goods from and against any claim of infringement of any Letters Patent, Trade names, Trademark, Copyright or Trade secrets by reason of sale or use of any articles purchased hereunder. Buyer shall promptly notify Seller of any such claim.

In filling this order, Seller shall warrant and guarantee to Buyer that the articles are in compliance with Sections 5 and 12 of the Federal Trade Commission Act, the Fair Packaging and Labeling Act, the Federal Food, Drug, and Cosmetic Act, the Consumer Product Safety Act of 1972, The Federal Insecticide, Fungicide and Rodenticide Act, The Federal Hazards and Substances Act, The Fair Labor Standards Act, The Wool Products Labeling Act, The Flammable Fabrics Act, The Occupational Safety and Health Act of 1970, and any applicable Act not specifically referred to herein by name.

Seller shall not assign this order of any interest herein including any performance or any amount which may due or may become due hereunder, without Buyer's prior written consent.

For good cause and as consideration for (executing the contract) (submitting this bid), the Contractor, through its duly authorized agent, conveys, sells, assigns, and transfers to the University of Louisville all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Kentucky, relating to the particular goods or services purchased or acquired by the University of Louisville.

Vendor warrants that the goods procured hereunder are free from all liens, claims or encumbrances.

Equal Employment Opportunity - Sub-contractors and vendors agree that, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, during the performance of this Purchase Order they will comply with the provisions of paragraphs 1 through 7 of Section 202 of E.G. No. 11246, and as such will submit an executed "Certificate of Nonsegregated Facilities" for procurements having a dollar value of \$10,000 or more. Procurements having a dollar value of \$2500 or more shall adhere to the "Listing or Employment Opening" clause and "Employment of the Handicapped" clause.

Material Safety Data Sheets (MSDS) shall be submitted to Morehead State University, Office of Environmental Health & Safety, 109 Education Services Building, Morehead, KY 40351. Vendor shall also enclose a copy of all MSDS sheets with the order for the department requesting the shipment. This shall be done in accordance with OSHA Hazardous Communication Standard 29 DFR 1910.1200.

Submit all invoices to:

Morehead State University  
Office of Procurement Services  
160 Old Cranston Road  
Morehead, KY 40351  
[procurement@moreheadstate.edu](mailto:procurement@moreheadstate.edu)

ANY CORRESPONDENCE OR NECESSARY CHANGES TO PURCHASE ORDER SPECIFICATIONS OR QUANTITIES MUST BE AUTHORIZED BY THE OFFICE OF SUPPORT SERVICES, MOREHEAD STATE UNIVERSITY, MOREHEAD, KENTUCKY 40351, PRIOR TO SHIPMENT AND INVOICING.