



## Purchase Order Terms and Conditions

- Acceptance of Goods and Services. This Purchase Order offer to buy the goods and/or services described herein becomes a binding contract on the terms and conditions herein when accepted by the Seller either by acknowledgment or by shipment or other commencement of work. Any acceptance hereof is limited to acceptance of the express terms of the offer contained on the face, back or second page hereof. No revision of this order or any of the terms and conditions hereof shall be valid unless in writing and signed by an authorized representative of Buyer, and no condition stated by Seller in acceptance of or acknowledging this order shall be binding upon Buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained here in unless expressly accepted in writing by Buyer. The materials listed in the bid or proposal shall be delivered to the point or points specified on this Purchase Order. All risk of loss shall be upon Seller from the time the goods first come under Seller's control until such time as the goods shall be delivered to the destination specified herein and there accepted by Buyer. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Sellers failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any. No goods or services received by Buyer pursuant hereto shall be deemed accepted until Buyer has had reasonable opportunity to inspect and/or observe performance of such goods or services. Buyer shall have access to and the right to inspect all work prior to its completion. Notwithstanding any such inspection, Seller shall be solely responsible for the conformance of the work to the specifications. Seller shall promptly correct defects or replace any goods or services not conforming to any of Seller's warranties hereunder without expense to Buyer, provided Buyer elects to provide Seller with the opportunity to do so. Irrespective of whether such defect or nonconformity was discovered upon initial inspection, or a later time if not readily ascertainable upon initial inspection in the event of a failure by Seller to correct defects or replace nonconforming goods promptly, Buyer after reasonable notice to Seller may make such corrections or replace such goods and charge Seller for the costs incurred by Buyer in doing so. Such remedies shall not affect Buyer's discount privileges and shall not exclude any other legal, equitable or contractual remedies of Buyer as a result of Seller's delivery of defective or nonconforming goods or services.
- Maryland Law Prevails. The laws of Maryland shall govern interpretation and enforcement of this Purchase Order.
- Warranties. Seller expressly warrants that it will convey good title to all goods furnished hereunder and that all goods and/or services furnished hereunder will conform to all specifications and appropriate standards, will be free from defects in material and workmanship, will be merchantable, and will be safe and appropriate for the purpose for which goods of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the goods, Seller warrants that such goods will be fit for such particular purpose. The warranties of Seller shall run to Buyer, its successors, assigns, and customers and users of products sold by Buyer. Seller hereby assigns to Buyer any warranties or guaranties provided by manufacturers or sellers of products incorporated into goods or services provided by Seller hereunder and shall upon request enforce any such warranty or guaranty on behalf of Buyer. NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR SELLER'S LIABILITY OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.
- Legal Compliance. Seller warrants and agrees that in the performance of its obligations hereunder, Seller, its agents, employees, carriers and subcontractors shall (a) comply with all applicable laws, ordinances, codes, rules, regulations and orders, including executive orders now existing or hereafter enacted, adopted or enforced by any governmental body or agency, including where applicable all such laws, ordinances, codes, rules, regulations and orders pertaining to labor and working conditions (including Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistant Act of 1974), safety and health, food and drug quality, and hazardous materials; (b) apply for, obtain, and pay for all necessary permits and licenses, and pay applicable fees in connection therewith, and (c) pay promptly when due any and all applicable sales, excise, or other taxes due on materials furnished in connection with services performed, and all taxes and amounts due under applicable unemployment, social security, and workers compensation laws.
- Changes. The Buyer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following: (1) Description of services to be performed, (2) Time of performance (i.e., hours of the day, days of the week, etc.), (3) Place of performance of the services, (4) Drawings, designs, or specifications when any supplies are to be specially manufactured for the University in accordance with the drawings, designs, or specifications, (5) Method of shipment or packing of supplies, (6) Place of delivery.
- Seller's Invoices. Unless submitted electronically, invoices are to be emailed to [accountspayable@loyola.edu](mailto:accountspayable@loyola.edu) or mailed to Loyola University Maryland, Inc., 4501 N. Charles Street, Baltimore, MD 21210. Seller agrees to include on the face of all invoices billed to the University, its Federal Employer Identification Number, and the related Purchase Order number.

7. Payment of University Obligations Payments to the Seller pursuant to this Purchase Order shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Seller. Seller shall be paid only for items or services that are specifically named in this Purchase Order. No additional costs for items or services will be paid by the University without its prior express written consent.
8. Tax Exemption. The University is exempt from Maryland sales and use taxes and District of Columbia sales taxes. Exemption certificates shall be supplied upon request.
9. Specifications. All materials, equipment, supplies or services shall conform to federal and state laws and regulations and to the specifications contained in the solicitation (if applicable).
10. Delivery. Time is of the essence in this Purchase Order. Delivery shall be made in accordance with the solicitation specifications. If the Seller fails to deliver any goods or perform any services on time, Seller shall reimburse Buyer upon demand for all loss, cost, damage, and expense which Buyer sustains as a result or in consequence of such failure. In addition, failure to make deliveries in accordance with schedules will be proper cause, at Buyer's option, for cancellation of this order. If to comply with Buyer's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified herein, any increased transportation costs resulting there from shall be paid for by Seller unless the necessity for such costs has been caused by the Buyer. Seller shall notify the Buyer promptly of any delays or threatened delays in the performance of this order. No acceptance of goods or services after the scheduled delivery date will waive Buyer's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Seller's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The Seller agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrance, from any cause whatsoever, during the progress of any portion of the work specified in this Purchase Order.
11. Assignment. Seller shall not assign, transfer or hypothecate this Purchase Order or any part hereof or any monies payable or to become payable hereunder without in each case obtaining the prior written consent of Buyer, which may not be unreasonably withheld.
12. Waivers. Any waiver by Buyer of strict compliance with any of the provisions hereof shall not be deemed a waiver of any other provisions hereof and shall not be deemed a waiver of any of Buyer's rights, privileges, claims, or remedies, nor of Buyer's right to insist on strict compliance thereafter.
13. Termination for Default. When the Seller has not performed or has unsatisfactorily performed the Purchase Order, payment shall be withheld at the discretion of the University. Failure on the part of a Seller to fulfill contractual obligations shall be considered just cause for termination of the Purchase Order and the Seller is not entitled to recover any costs incurred by the Seller up to the date of termination.
14. Disputes. Pending resolution of a claim, the Seller shall proceed diligently with the performance of the Purchase Order in accordance with the Buyer's decision.
15. Force Majeure. Buyer or Seller may delay delivery or acceptance resulting from causes beyond its control. Seller shall hold such goods at the direction of Buyer and shall deliver them when the cause affecting the delay has been removed. Causes beyond the control of Buyer or Seller shall include government action or failure of the government to act where such action is required, acts of god, strikes, fires, accidents, or other such causes not due to Buyer's fault or negligence.
16. Indemnification. To the fullest extent permitted by law, Seller shall save and hold Buyer, its directors, officers, employees, agents and representatives harmless from and indemnify, defend, and protect such parties against all liability, loss, claims, demands, damage (including damage to property or bodily injury), and expense (including reasonable attorney's fees) arising out of or in any way resulting from Seller's performance or non-performance hereunder, including any defect or nonconformity with Seller's warranties of the goods and services delivered hereunder, any act or omission of Seller, its agents, employees, or subcontractors; any act or omission of any carrier selected and employed by Seller to deliver goods ordered hereunder to Buyer; any failure by Seller, its agents, employees, carriers, or subcontractors to comply with the terms hereof; any infringement or claim of infringement of any patent, unpatented invention, copyright, design process, trademark, tradename, brand, slogan, unfair competition, or other adverse rights; or any litigation based on or arising out of the foregoing.
17. Confidentiality. The contents of this order and all related commercial and technical information shall be kept secret and confidential by Seller and will not be divulged by Seller to any third party or utilized by Seller otherwise than in connection with this order. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time to Buyer by Seller shall be deemed secret or confidential and Seller shall have no rights against Buyer with respect thereto except such rights as any exist under any applicable patent law.
18. General. This Purchase Order and any documents referenced to on the face hereof constitute the entire agreement between the parties, and all prior agreements, written or oral, relating to the subject matter hereof are superseded by the terms hereof. Such terms may be modified only in writing and signed by both parties. The provisions of this Purchase Order are severable and in the event any provision is held to be unenforceable, the remaining provisions will continue in full force and effect. The Seller understands and agrees that the terms and conditions of this Purchase Order may not be waived. It is understood that Seller is an independent contractor and not an employee or agent of Buyer and that Seller shall have no power whatsoever to bind Buyer in any way in any dealings between Seller and third parties and shall not attempt or purport to do so.

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