

PURCHASE ORDER -- GENERAL TERMS AND CONDITIONS

1. **Entire Agreement**-- This Purchase Order, including any attachments or accompanying documents, constitutes the entire agreement between the parties hereto. The terms and conditions hereof cannot be changed without the prior written consent of both parties.. *Acceptance of the order shall be limited to the terms and conditions contained in, or incorporated by reference into, the purchase order. Except to the extent specifically stated or referenced in the purchase order and its attachments, no provisions of any bid, proposal, quotation or specification of the Vendor shall be deemed to be a part of the purchase order. ISU rejects any additional or inconsistent terms and conditions offered by Vendor.*
2. **Preservation and Packaging**-- 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.
3. **Delivery Schedule**-- It is understood by the parties hereto that with respect to the delivery schedule specified herein, time is of the essence. Therefore, failure to deliver procured goods on time may result in termination of this Purchase Order at the option of the University. Where late goods are accepted by the University with or without objections, such acceptance shall not constitute waiver of the requirements of timely performance hereunder when performance is divisible.
4. **Receipt**-- The University shall be deemed to have received goods procured hereunder when such goods have been, in fact, deposited at the University's dock and all bills of lading or other shipping papers which require signature by the University have been signed.
5. **Acceptance**-- In spite of receipt, the University shall be deemed to have accepted goods procured hereunder only after actual inspection for conformity..
6. **Termination/Rejection**-- All goods or services which are rejected for nonconformity under the terms and conditions of this Purchase Order are rejected at Vendor's risk of loss and expense. University reserves the right to terminate for non-conformity by giving oral or written notice to the Vendor. Such notice shall be effective upon actual receipt.
7. **Assignment**-- This Purchase Order may not be assigned or transferred by either party without the prior written consent of the other party.
8. **Warranties**-- The vendor 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 State of Iowa. Additionally, the goods shall conform to specifications, drawings, and any other description and shall be free from defects in materials and workmanship.
9. **Taxes**--The University is exempt from payment of all Federal or State taxes. Exemption Certificates will be furnished upon request.
10. **Title to Goods**-- Vendor warrants that the goods procured hereunder are free from all liens, claims or encumbrances.
11. **Vendor/Contractor Rights Assignments--Antitrust Claims**-- For good cause and as consideration for executing this Purchase Order, the contractor, through its duly authorized agent, conveys, sells, assigns, and transfers to Iowa State University and the State of Iowa all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired herein.
12. **Indemnification**-- To the extent the goods are not manufactured in accordance with University's designs, Vendor shall defend, indemnify and hold harmless University, University's assignees, and other users of the goods from and against any claim of infringement of any Letters Patent, Trade names, Trademarks, Copyright or Trade secrets by reason of sale or use of any articles purchased hereunder. University shall promptly notify Vendor of any such claim.
13. **Guarantee**-- In filling this order, Vendor warrants and guarantees to University 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; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Hazards and Substance Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; and the Federal Anti-Kickback Enforcement Act; Debarment and Suspension policies (E.O.s 12549 and 12689);; The Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and the Buy American Act (41 U.S.C. 10.a-10.d) shall apply to any federally funded procurements.
14. **Federal Subcontract**-- If this Purchase Order constitutes a subagreement under a prime contract with a federal agency, the terms and conditions of the prime contract shall prevail.
15. **Hazardous Material**-- All packaging, transportation and handling of hazardous material shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. and Hazard Communication Standard 29 CFR 1910, 1200.
16. **Nondiscrimination**-- Vendor is subject to and must comply with provisions of the Board of Regents, State of Iowa, Equal Opportunity Policy and applicable state and federal antidiscrimination laws. Vendor shall comply with Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375, as supplemented by regulations of 41 CFR part 60.
17. **Cancellation**-- This Purchase Order may be terminated for convenience by University upon thirty (30) days written notice to Vendor. Upon termination University shall pay Vendor amounts due for goods or services already provided in compliance with the Purchase Order, unless such goods or services are in dispute by either party. University shall have the right to stop work at any point and without University's approval will not pay Vendor for any work completed or commitments made by Vendor, after receiving notice of work stoppage.
18. **Public Records**-- The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.
19. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** -- For any contract or subcontract in excess of \$100,000 Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Violations shall be reported to the University, the Federal awarding agency (if applicable) and the Regional Office of the Environmental Protection Agency (EPA).
20. **Debarred, Suspended and Ineligible Status**--Vendor certifies that it has not been debarred, suspended, or declared ineligible nor is it included on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689. Vendor will immediately notify University's purchasing department if Vendor is placed on this list.
21. **Access to Company Records/Audits**-- Vendor shall retain all records and provide unlimited access, at reasonable times, to all accounting records relating to the goods and services furnished during the term of this contract or purchase order, and for five (5) years after, or longer if required by state or federal statute. University reserves the right to audit such records and employ the Auditor of the State of Iowa or other auditors as University deems appropriate. Should such audit disclose incorrect billings or improprieties, University reserves the right to charge Vendor for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.

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22. **Governing Law**- Terms and provisions of this Purchase Order shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Purchase Order shall be instituted in the appropriate courts in the State of Iowa.
23. **Non-Appropriation**- Notwithstanding other provisions of this Purchase Order, if a material amount of funds required for the continued fulfillment of this Purchase Order are at any time not appropriated, through the failure of the Iowa Legislature to provide, then University shall have the right to terminate this Purchase Order without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change. Any amounts due Vendor, as of the effective date of termination, should be paid to Vendor by that date.