



# **Elon University Purchase Order Terms & Conditions**

## **NONDISCRIMINATION POLICY**

The university seeks to provide an educational community and workplace free of prohibited discrimination and harassment. To that end, it has adopted the following nondiscrimination statement: "Elon University does not discriminate on the basis of age, race, color, creed, sex, national or ethnic origin, disability, sexual orientation, gender identity, or veteran's status (collectively, "Protected Categories") in the recruitment and admission of students, the recruitment and employment of faculty and staff, or the operation of any of its programs." Consistent with our nondiscrimination statement, the university does not tolerate discrimination or harassment of employees, students or other individuals associated with the University including, but not limited to, vendors, contractors, and guests on the basis of any of these Protected Categories.

## **TERMS AND CONDITIONS**

All invoices shall be delivered to Accounts Payable at the address referenced on the Purchase Order.

A separate invoice shall be provided for each purchase order number.

No charges for boxing, packing cartage or shipping and handling shall be permitted unless expressly authorized on the face of the Purchase Order.

The payment and/or cash discount period will date from the receipt of the invoice or the merchandise, whichever is later, and not from the date of the invoice.

If this Purchase Order is not accepted exactly as written, return it at once with an explanation.

If no price is on the Purchase Order, the goods or services shall be charged at rates not exceeding those previously quoted or charged to the University. Vendor warrants that prices charged will be as low as any net prices now given by Vendor to any other customer for like goods or services, and Vendor agrees that, where goods or services are sold to the University on a cost basis, the cost shall be in accordance with sound accounting methods, which methods shall be subject to examination by representatives of the University.

Subject to conditions beyond the reasonable control of the Vendor, delivery must actually be effected within the time stated on the Purchase Order, failing which the University reserves the right to purchase elsewhere and charge Vendor with any loss incurred as a result thereof, or at the option of the University, to cancel the order.

The Vendor warrants that the goods or services are in accordance with any specifications, drawings or samples, if any were submitted, and agrees that this warranty shall survive acceptance. If the goods are defective, either patently or latently, or are not in accordance with the specifications, drawings or samples provided, the University reserves the right to cancel the Purchase Order and return the goods at Vendor's expense.

All goods shipped in excess of the quantity specified in the Purchase Order will, at the option of the University, be returned at the Vendor's expense.

The Vendor expressly warrants all goods furnished on this Purchase Order against defects in materials and workmanship for one (1) year from receipt by the University.

The University is exempt from the payment of Federal Excise Tax. Do not charge for this tax, and if done in error and the tax is paid, it will be subject to refund by the Vendor.

The Vendor must maintain, during the term of any agreement with the University, the insurance coverage listed below:

- a) Worker's Compensation Insurance with Employer's Liability Insurance of not less than \$500,000 per employee.
- b) Comprehensive General Liability Insurance (including Contractual Liability, Independent Contractor's Liability, Products and/or Completed Operations Liability and Personal Injury/Property Damage Coverage) with a per occurrence limit of not less than \$1,000,000 and an aggregate of not less than \$2,000,000.
- c) Business auto insurance with a combined single limit of not less than \$1,000,000.
- d) Umbrella Liability Insurance with an occurrence and an aggregate limit of not less than \$1,000,000.