

**CLEVELAND STATE UNIVERSITY
TERMS & CONDITIONS
APPLICABLE TO ALL UNIVERSITY PURCHASES**

1. Vendor shall acknowledge order(s) promptly, advising shipping date. The written order sent by University to vendor is subject to cancellation by University without notice if not accepted by vendor within fourteen days of issuance.
2. The University's Purchase Order and these Terms and Conditions, together with any specifications, schedules, exhibits, or other writings that may be attached or incorporated by reference, set forth the complete and final agreement between the University and the vendor with respect to the subject matter of the purchase. No amendments or modifications of or supplements to the provisions of the Purchase Order will be valid and binding upon the University unless in writing and signed by an authorized representative of the University. Vendor is deemed on notice that the University objects to any additional or different terms and conditions contained in any quotation, acknowledgment, invoice, or other communication from vendor, notwithstanding University's acceptance or payment for any delivery of goods and/or services, or any similar act by University. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties. Vendor's acceptance or, at the election of the University, vendor's commencement of performance of the Purchase Order shall constitute acceptance by vendor of all of the terms and conditions of a University Purchase Order.
3. Vendor understands and agrees that University is a public institution of higher education and an instrumentality of the State of Ohio created pursuant to Ohio Revised Code Chapter 3344, and is subject to the Ohio Public Records Act, Ohio Revised Code §149.43, *et seq.*, and that any record kept by University, which is deemed a public record is subject to release if a proper request is made.
4. Goods and services procured by University are exempt from Ohio sales tax (Ohio Revised Code Section 5739.02), and from federal excise tax (exemption no 34 730221f; Federal tax id 34-0966056).
5. By acceptance of University's Purchase Order, vendor hereby certifies to University its compliance with the Ohio Ethics Laws and further certified that all applicable parties listed in the Ohio Campaign Finance Law, Ohio Revised Code Section 3517.13, are in full compliance with Ohio Revised Code Section 3517.13.
6. Vendor warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. Vendor further agrees that if this warranty is false, the Purchase Order shall be void ab initio and the vendor shall immediately repay to University any funds paid under this Purchase Order or an action for recovery may be immediately commenced by University for recovery of said funds.

7. Vendor may not substitute or accept any alteration to a Purchase Order without written authority from the Purchasing Department. Correspondence or contacts pertaining to this order must be with the Purchasing Department.
8. Vendor shall indemnify and hold harmless Cleveland State University, its trustees, agents and employees from and against any and all demands, losses, liabilities, damages, judgments, costs and expenses (including but not limited to attorney's fees and costs related to data breaches and notification events), actions, and claims (including but not limited to claims of negligence), caused by or relating to the injury or death of any person, including but not limited to, vendor's employees and agents, or damage or loss or destruction to property of any person, arising out of or incident to the goods and/or services to be provided hereunder. Vendor shall not be held responsible for any losses, liabilities, costs, expenses, actions or claims directly, solely, and proximately caused by the negligence of Cleveland State University.
9. Vendor shall place on file with the Purchasing Department copies of Worker's Compensation coverage as required by Ohio State law, commercial general liability ("CGL") insurance and commercial automobile insurance (if vendor will use vehicles in the performance of work) prior to any work being done or services being rendered. Vendor shall maintain such required liability insurance coverage's with a limit of not less than \$1,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to each project. CGL insurance shall be written on ISO occurrence form CG00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from operations, independent contractors, product-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
10. All goods and/or services delivered hereunder shall be received subject to University's inspection and approval, and payment therefore shall not constitute acceptance thereof. All payments are subject to adjustment for shortage or rejection. All defective or non-conforming goods will be returned pursuant to the vendor's instruction at vendor's expense. To the extent that the Purchase Order requires a series of performances by vendor, University prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by University.
11. All blueprints, drawings, artwork or similar items prepared or constructed by vendor and paid for by University shall be University's property. Upon request of the University, and upon the completion of deliveries under the Purchase Order, or in case of the cancellation of the Purchase Order for any reason, vendor agrees to deliver to University all blueprints, drawings, or similar items, which may have been either furnished or paid for by University.

12. The University will not be responsible for goods delivered without a Purchase Order, or written authorization from the University Purchasing Department.
13. On all invoices subject to discount, the discount period will be calculated from the date correct invoice is received or goods and/or services are received, whichever is later.
14. Vendor must provide goods and/or services F.O.B. destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. No charges will be paid by University for packing, crating, or cartage unless otherwise specifically stated in the Purchase Order. Unless otherwise provided in the Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
15. All shipments shall be fully insured unless otherwise stated.
16. The Purchase Order is subject to all applicable State of Ohio and Federal laws and regulations and University policies.
17. Terms and Conditions Relating to Federally Funded Purchase Orders. It is understood that by accepting a University Purchase Order, vendor agrees to comply with the following: the Equal Opportunity Act, Copland "Anti-Kickback" Act, Davis-Bacon Act, contract Work Hours and Safety Standards Act, Clean Air Act, Federal Water Pollution Act, Byrd anti-Lobbying Amendment, and Debarment and Suspension (E.O.s 12459 and 12689); 41 CFR 60-300.5(d), regulation prohibiting discrimination against qualified protected veterans; and 41 CFR 60-741.5(d), regulation prohibiting discrimination against qualified individuals on the basis of disability.
18. In the event that prevailing wage applies, invoices will not be honored unless prevailing wage rate forms are completed in entirety, signed by an authorized vendor representative, and returned to the University's Prevailing Wage coordinator. The following signed statement shall appear on all invoices: "I certify prevailing wages were paid in accordance with Section 4115 of the Ohio Revised Code".
19. Time for delivery of goods or performance of services under the Purchase Order is of the essence. Failure of vendor to meet delivery schedules or deliver within a reasonable time, as interpreted solely by University, shall constitute sufficient cause for University, at its option, to terminate the Purchase Order, in whole or in part and to charge vendor for any damages or losses the University may sustain as a result of vendor's default. Any failure by University to exercise this option with respect to any installment shall not constitute waiver with respect to subsequent installments. In the event vendor becomes insolvent or makes a transfer for the benefit of creditors in bankruptcy or any other insolvency

proceedings are instituted by or against vendor, University shall have the right to immediately terminate the Purchase Order.

20. Vendor expressly warrants that all goods and/or services covered by the Purchase Order will conform to the specifications, drawings, samples, and other descriptions furnished or specified by the University, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. In addition to any other remedies the University may have, the University may reject goods and/or services not conforming to the foregoing warranties, whether or not the University shall have previously accepted such goods and/or services or any prior payment made thereon. If such goods and/or services are rejected, the University shall notify vendor in writing, and the University, at its option and at the expense and risk of vendor, may either return such rejected goods and/or services to vendor or hold them for such disposal as vendor shall indicate, without notice to any other person whatever. Any payment made on such rejected goods and/or services shall immediately be refunded to the University. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by University.
21. The Purchase Order is governed by the laws of the State of Ohio, without reference to any choice of laws rules and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Purchase Order and/or performance thereunder.
22. In fulfilling the terms of the Purchase Order, vendor shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work.
23. No vendor providing goods and/or services to University shall advertise the fact that it has contracted with University for goods and/or services, or appropriate or make use of University's name or other identifying marks or property without the prior written consent of University's Marketing Department.
24. Except as otherwise provided in Section 1 above, the Purchase Order may be terminated at any time by University upon 30 days prior written notice to the vendor. The Purchase Order may be terminated immediately by University for breach by vendor of the Purchase Order, provided that University has provided vendor with notice of such breach and vendor has failed to cure within 10 days of receipt of such notice.
25. Vendor agrees that it will keep confidential all information regarding the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by the University and will use such items

only in the production of goods and/or services under the Purchase Order. Upon the completion or termination of the Purchase Order, vendor shall immediately return all confidential information to University or shall make other disposition of the confidential information as directed by University.

26. Vendor may not assign the Purchase Order, nor any money due or to become due without the prior written consent of University. Any assignment made without such consent shall be deemed void.
27. Failure of University to act immediately in response to a breach of the Purchase Order shall not be deemed a waiver of any default by vendor.
28. Neither University nor vendor shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including without limitation, war, strikes, civil disturbances and acts of God. When vendor has knowledge of any actual or potential force majeure or other conditions that will delay or threatens to delay timely performance of the Purchase Order, vendor shall immediately give notice thereof, including all relevant information with respect to steps vendor is taking to complete delivery of the goods and/or services to University. Any such delay or failure shall give the University the right, at its option, to cancel all or such portion of the Purchase Order.
29. All notices under the Purchase Order shall be sent to the respective addresses on the face page of the Purchase Order by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. In the event an addressee refuses to accept delivery, however, then notice shall be deemed to have been served on the date of said refusal of delivery. A party may change its address for notice by written notice by complying with this section.