

1. Acknowledge order promptly advising shipping date.
2. Tax exempt: State University-division of Ohio State Government. No tax exempt no required. Material on this order is exempt from Ohio sales tax revised code of Ohio sec 5739.02. And Federal Excise tax exemption no 34 730221f. Federal tax id 34-0966056.
3. By shipping above goods or acknowledging the receipt of this order you agree to the terms and conditions of sale set forth. Any deletions or additional terms in your acceptance of this order are hereby objected to.
4. Do not substitute or accept any alteration to this order without authority from the purchasing services department. Correspondence or contacts pertaining to this order must be with the purchasing services department.
5. The vendor or contractor shall indemnify and save Cleveland State University, its agents and employees harmless from and against any and all losses, liabilities, costs, expenses, actions and claims and any reasonable attorney's fees and legal costs resulting from injury to or death of any person, including contractor's employees, or damage or loss or destruction to property of any person, arising out of the performance, default or breach hereunder by vendor or contractor. Vendor or contractor shall not be held responsible for any losses, liabilities, costs, expenses, action s or claims directly, solely, and proximately cause by the negligence of Cleveland State University.
6. Any vendor or contractor performing work for University shall place on file with the purchasing department copies of such worker's compensation coverage as required by Ohio State law, commercial general liability insurance and commercial automobile insurance (if contractor be using vehicles in the performance of his work) prior to any work being done or services rendered.

Any Contractor or 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 this location (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).

7. Inspection- All articles delivered hereunder shall be received subject to Buyer's inspections and approval, and payment therefore shall not constitute acceptance thereof. After inspection and acceptance, Seller's liability shall be limited to liability for latent defects, fraud or such gross mistakes of the Seller as amount to fraud.
8. All blueprints, drawings, artwork or similar items prepared or constructed by Seller and paid for by Buyer shall be Buyer's property. Upon request of the buyer, and upon the completion of deliveries under this order, or in case of the cancellation of this order for any reason, Seller agrees to deliver to Buyer all blueprints, drawings, or similar items, which may have been either furnished or paid for by Buyer.
9. The University will not be responsible for goods delivered without written order, or authorization from the Purchasing Department.
10. On all invoices subject to discount, the discount period will be calculated from date correct invoice is received or material is received, whichever is the later.
11. If items on this order are F.O.B. shipping point please prepay shipping charges and add them to your invoice with receipted freight or express bill. No C.O.D.'s will be accepted.
12. All shipments should be fully insured unless otherwise stated.
13. This Purchase Order is subject to all applicable State of Ohio and Federal laws and regulations.
14. Terms and Conditions Relating to Federally Funded Purchase Orders.
It is understood that by accepting this Purchase Order, the vendor or contractor 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)
15. Nothing about the service or the product, including its preparations, being purchased hereunder will adversely impact Cleveland State University's operations because of failure to be Year 2000 compliant. "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the years 1999 and 2000 and leap year calculations, to the extent that

other information technology used in combination with the information technology being acquired, properly exchanges date/time data with it.

16. In the event that prevailing wage applies, invoices will not be honored unless enclosed prevailing wage rate forms are completed in entirety and returned to CSU Prevailing Wage coordinator. The following signed statement shall appear on all invoices: "I certify prevailing wages were paid in accordance with Section 4115 Ohio Revised Code".