

## **PURCHASE ORDER TERMS AND CONDITIONS**

- 1. The Order:** Furnish the material specified in full accordance with conditions printed on the face and back hereof, and any other attachment made a part of this order.
- 2. Identification of Order:** The purchase order number must appear on all invoices, correspondence, containers, shipping papers, and packing lists.
- 3. Correspondence:** All correspondence pertaining to this order must be addressed as follows:  
Purchasing Services Phone: 901-448-5594  
The University of Tennessee Health Science Center Fax: 901-448-8028  
201 East Street, Room 201  
Memphis, TN 38163
- 4. Billing Instructions:** (A) MAIL YOUR INVOICE(S) TO THE "INVOICE TO" ADDRESS SHOWN ON THE ORDER. Invoice in duplicate within five (5) days after shipment of material. (Additional copies of the invoice may be requested on occasion.) (B) Delivery tickets and invoices must show the Purchase Order number and must show car number when carload shipment is made. (C) Render separate invoices in duplicate unless otherwise requested for EACH and EVERY shipment and render invoices for returnable containers, stating terms and conditions for return thereof.
- 5. Taxes:** The University of Tennessee is exempt from federal excise taxes and from state sales taxes on purchases of tangible personal property. Copies of the appropriate exemption documentation will be provided upon request. Contractors are responsible for the payment of taxes on tangible personal property that they use in the completion of their contracts, for which sales taxes have not otherwise been paid, irrespective of who holds title to the property or for whom the work is done. Applicable taxes are to be itemized on invoices submitted for payment. **BIDDERS ARE RESPONSIBLE FOR DETERMINING THE APPLICABILITY OF TAXES.**
- 6. Discounts:** Discount time will be computed either from the date of delivery at destination or from the date a correct invoice is received, whichever is later. Discounts shall apply to the total amount unless freight charges are itemized separately.
- 7. Warranty:** In addition to any other warranty, the vendor warrants that the items delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this order for a period of ninety (90) days from the date such supplies are delivered. Extended warranties beyond this period apply when specifically shown on this order. Any attempt to change, add, modify, or delete any warranty provision, including by use of package labeling or inserts, will not be binding on the University unless it has so agreed in writing.
- 8. Packing List:** A detailed packing list showing both the purchase order and requisition numbers must accompany all shipments.
- 9. Assignment:** This purchase order and the monies that may become due hereunder are not assignable except with the prior written approval of the authorized representative of the University.
- 10. Inspection:** All supplies purchased hereunder are subject to inspection and rejection upon receipt by the University, and rejected supplies may be returned at the vendor's expense. The vendor shall reimburse transportation charges paid by the University in returning rejected supplies. The University's count shall be final and conclusive on all shipments not accompanied by a packing ticket. In addition to its right to return rejected supplies, in the event of delivery of supplies not in accordance with the requirements of this order, the University may notify the vendor of such damages or deficiencies, and if not repaired or corrected by the vendor within ten (10) days after receipt of such notice, or such additional time as may be mutually agreed to by the University and the vendor, the University shall have the right to correct any damages, defects, insufficiencies or improprieties therein and do any other work necessary to put the supplies in condition for the use intended and the cost of such correction shall be deducted from monies due the vendor under this order.
- 11. F.O.B. Point:** All prices are to be FOB delivered to The University of Tennessee, Memphis, Tennessee (unless another FOB point is stated by the University on this order).
- 12. Loss or Damage in Transit:** When shipping FOB University, delivery by a vendor to a common carrier does not constitute delivery to the University of Tennessee. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. Title to the materials and supplies purchased hereunder shall pass directly from the vendor to the University at the FOB point shown, subject to the right of the University to reject upon inspection. The receiving department shall note all damages on the freight bill. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the University will not be inconvenienced because of the shortage, the vendor may be permitted by Purchasing Services to deduct the amount of damage or loss from the invoice, in lieu of replacement.
- 13. Changes:** The University may at any time by written instructions make changes, within the general scope of this order, in any one or more of the following: 1) Quantity or specifications; 2) Method of shipment or packing; and 3) Place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this order, an equitable adjustment shall be made in the order price or delivery schedule, or both, and the order shall be modified in writing accordingly. Any claim by the vendor for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the vendor of the notification of the change; provided, however, that the University, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this order.
- 14. Payment:** Payment to the contractor will be processed upon submission of properly certified invoices to the ordering agency at the prices stipulated in the contract at time order is placed after delivery and acceptance, less deductions if any, as provided. Invoices at variance with this provision will not be paid by the University until corrected. Unless otherwise specified, partial payments will not be made.
- 15. Variation in Quantities:** Unless otherwise specified, any variation in the quantities herein called for, not exceeding 5%, will be accepted as compliance with the order when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payment shall be adjusted accordingly.
- 16. Cancellation of Order:** The University reserves the right to cancel this order or any part thereof without penalty, if the vendor fails to comply with the terms and conditions of this transaction, or fails to prosecute the work with promptness and diligence, or fails to make shipment within the time agreed upon, except for causes beyond the vendor's control.
- 17. Errors:** In case of error in calculation or typing, the quoted unit price will be used as the basis for correction of this order.
- 18. Controlling Documents:** This order is subject to all terms and conditions that comprise the University's request for quotations, unless an exception is taken by the vendor to which the University has concurred in writing. The University specifically rejects any terms contained on vendor's quotation form that may be in conflict with the conditions of the request for quotation or applicable statute.
- 19. Equal Employment Opportunity:** In connection with the execution of this order, the vendor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, national origin, age, disability or veteran status. The vendor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, sex, color, religion, national origin, age, disability or veteran status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 20. Affirmative Action Clause Concerning Employment of the Disabled:** By accepting this order (if it exceeds \$2500) the vendor agrees, as required by federal law, that he/she will not discriminate against any employee or applicant because of physical or mental disability.
- 21. University of Tennessee EEO/AA Statement:** UT is an EEO/AA/Title VI/Title IX/Section 504/ADA/ADEA employer. The University of Tennessee does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or veteran status in the provision of educational programs and services or employment opportunities and benefits, pursuant to applicable federal and state laws. UT conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. All applicable affirmative action clauses and supporting regulations are incorporated herein.