

**WAYNE STATE UNIVERSITY
STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. **ACCEPTANCE:** This order expressly limits acceptance to the terms and conditions stated herein. Any purported acceptance containing additional or different terms will not operate as an acceptance of this offer to purchase. Seller's shipment of goods or provision of services in response to this order shall constitute acceptance of the terms and conditions set out herein, notwithstanding any additional or different terms contained in any acknowledgement form submitted by Seller.
2. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer receives and takes possession of the goods at the point or points of delivery.
3. **PLACE OF DELIVERY:** The place of delivery shall be that set forth in the block of the Purchase order entitled "Ship To". Any change thereto shall be effected by modification as provided for in Clause 5, Modification.
4. **PRICE:** This order shall not be filled at prices higher than specified herein Any change in price must be accepted and acknowledged, by a written Purchase Order Amendment, by Buyer.
5. **MODIFICATION:** Modification, rescission or amendment of this order or the contract of sale resulting from its acceptance shall be ineffective unless approved by written Purchase Order Amendment, by an authorized representative of the Wayne State University Purchasing Department.
6. **CHANGES:** Buyer reserves the right at any time to make changes in drawings, specifications, quantities, and delivery schedules as to any goods and/or work covered by this order. Such changes, to be binding on either Buyer or Seller, must be made by a written Purchase Order Amendment to this order. Any differences in price or time for performance resulting from such changes shall be equitably adjusted and shown on the Purchase Order Amendment.
7. **ASSIGNMENT:** Seller shall not, in any manner, delegate its duty of performance or assign its rights or obligations under this order without the prior written consent of the Buyer.
8. **PERFORMANCE:** Deliveries of goods or services ordered hereunder are to be made both in quantities and at the times specified by the Buyer. Buyer shall have the right (a) to cancel the order without liability this order if shipment is not made in accordance with such schedules for quantities or time periods; and (b) to refuse to accept delivery if shipments are made in advance of schedules herein or if quantities are in excess of this order.
9. **CANCELLATION:** Buyer reserves the right to cancel in whole or in part the contract resulting from the acceptance of this order if the Seller becomes insolvent; files a voluntary petition in bankruptcy, or an involuntary petition is filed to have Seller declared bankrupt and is not vacated within thirty (30) days from the date of filing; a Receiver or Trustee for Seller is appointed and such appointment is not vacated within thirty (30) days of the date thereof; Seller executes an assignment for benefit of creditors; or if Seller breaches any of the terms hereof including the warranties of Seller.
10. **INSPECTION:** Payment for the goods or services furnished hereunder shall not constitute acceptance thereof All goods are subject to Buyer's inspection, at the source if deemed necessary or required by government regulation. Inspection at the source may be made when deemed necessary by the Buyer If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject or re- turn such goods (plus inbound transportation charges if bought F.O.B. shipping point) at Seller's expense, and such goods are not to be replaced without written authorization by Buyer.
11. **WARRANTIES:** Seller represents and warrants that the articles supplied under this order are free from defects and conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except if stated in a Special Condition, in which case the material must then fit that particular purpose Seller further warrants and represents that all goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
12. **INFRINGEMENTS:** Seller agrees to protect, hold, and save harmless Buyer against all claims for patent, trademark, copyright, or franchising infringement arising from the purchase, installation, or use of material ordered on this order, and to assume all expense and damage arising from such claims.
13. **GOVERNING LAW:** This order, or any agreement of sale, or service resulting from its acceptance shall be governed by and construed according to the laws of the State of Michigan.
14. **NON-DISCRIMINATION:** By acceptance of this order the Seller certifies that it will comply with all applicable provisions of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. 4212) and Implementing regulations at 41 CFR Chapter 60, and pertinent State/Federal statutes and regulations providing for equal opportunity in employment regardless of race, sex, color, national origin, age, or physical handicap, except as to physical handicap where there exists a bona-fide occupational qualification.
15. **GOVERNMENT REGULATION:** In furnishing goods or services covered by this order, Seller agrees to comply with the provisions of all applicable federal, state and local laws, rules, regulations, ordinances and orders.
16. **FAIR LABOR STANDARDS ACT:** Seller agrees, in connection with the production of the articles specified herein to comply with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
17. **ADVERTISING:** Seller shall not, in any manner, advertise or publish the fact that Seller has contracted to furnish Buyer the goods/services herein ordered and for failure to observe this provision, Buyer shall have the right to terminate this order without any obligations to accept deliveries after the date of termination or make further payments except for completed articles delivered prior to termination. Buyer shall have the right to return any and all goods delivered for full refund in the event the Seller violates this clause.
18. **SELLER'S LIABILITY:** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any personal injury or alleged personal injury (including death) and/or damage or destruction or alleged damage or destruction to property sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by Seller, its agents, employees, subcontractors and consultants, save and except for liability as may result from, or in connection with or to have arisen out of the negligent performance of the work by or willful misconduct of Buyer. Seller shall indemnify and hold harmless Buyer, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on an alleged personal injury or damage and shall pay any damages, costs and expenses including attorney fees in connection with or resulting from such suit or action.
19. **Sales Tax:**
Wayne State University is a tax exempt Institution
Tax Free Registry Number
38-6028429
20. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Seller acknowledges that no officer or employee of the Buyer may have a financial interest, direct or indirect, in any contract with the Buyer, or shall be financially interested, directly or indirectly, in the sale to the Buyer of any land, materials, supplies, or service, except on behalf of the Buyer as an officer or employee.

INSTRUCTIONS

SHIPPING AND MARKINGS: All material shall be suitably packed, marked, and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and no additional charge shall be made to the Buyer therefor unless otherwise stated on the face of the Purchase Order No charge shall be made by the Seller for drayage or storage, unless otherwise stated on the face of the Purchase Order Unless otherwise specified herein, Seller shall properly mark each package with Buyer's order number, and where multiple packages comprise a single shipment, each package shall also be consecutively numbered. Purchase order number, package number and receiving location shall be shown on packing slips, bills of lading and Invoices.

PACKING SLIPS: Enclose packing slip itemizing contents with each shipment.

INVOICES: Must show our Purchase Order number, and cash and transportation terms. Invoices improperly rendered may be returned for correction without loss of discount Cash Discount will be computed from date of Invoice.

BILLS OF LADING: Show our Purchase Order number, and number of containers. If shipping raw materials, also show number of containers in each lot If transportation is FOB origin and transportation charges are for our account, ship at value that will produce lowest transportation cost.