

PURCHASE ORDER TERMS AND CONDITIONS

1. To ensure prompt payment, mail an invoice for each shipment. Invoices not mailed as directed may delay payment or become lost. Mail invoices to Snow College Accounts Payable, 200 S 600 W, Richfield, Utah 84701.
 2. The laws of the State of Utah, U.S.A., shall govern in connection with the formation, performance and legal enforcement of this purchase order.
 3. None of the TERMS AND SPECIFICATIONS STATED in this purchase order may be added to, modified, superceded or otherwise altered except in writing, signed by an authorized representative of the Purchasing Department and sent by the Purchasing Department. Each shipment received by Snow College from the vendor shall be deemed to be only upon the terms contained in this purchase order - notwithstanding any terms that may be contained in any acknowledgment, invoice form or other act of vendor notwithstanding Purchase Department act of accepting or paying for any shipment or similar act of the Purchasing Department.
 4. This purchase order is an ACCEPTANCE of your OFFER as summarized in your quotation. When this purchase order is an OFFER to buy, your ACCEPTANCE must show promised delivery date and method of shipping including routing and names of carriers.
 - 5.a. PLEASE ADVISE PURCHASING AGENT immediately if you cannot make complete shipment to arrive on your promised delivery date as noted.
 - 5.b. Acknowledgment Copy (if attached) must be signed and returned.
 - 5.c. Your ACKNOWLEDGMENT must show expected shipping date and method of shipping, including routing and names of carriers.
 - 5.d. In the event of VENDOR'S FAILURE to deliver as, when and specifically promised, Snow College reserves the right to cancel this purchase order, or any part thereof, without prejudice to its other rights and VENDOR agrees that Snow College may return all or part of any shipment so made and may charge vendor with any loss or expense sustained as a result of such failure to deliver as promised.
 6. CASH DISCOUNT PERIOD will start from date of receipt of acceptable invoice or from date of receipt of acceptable merchandise at destination, whichever is the later.
 7. This ORDER is made of the following express terms:
 - 7.a. THAT GOODS REJECTED due to the failure to meet specifications, either when shipped or due to defects or damage in transit, may be returned to you for credit, and are not to be replaced except upon receipt of written instructions from Snow College.
 - 7.b. That GOODS are subject to Snow College inspection upon arrival.
 - 7.c. That regardless of price submitted on purchase order, vendors price will be the lowest prevailing market price.
 - 7.d. Additional charges for packing will not be accepted.
 - 7.e. A copy of the packing list must accompany each shipment.
 - 7.f. If all material has not been received within 90 days, this order is subject to cancellation unless Snow College has been advised of and has agreed to a longer delivery date.
 - 7.g. Shipments must be F. O. B. Snow College, Ephraim, Utah or F.O.B. Snow College Richfield Campus, Richfield, Utah unless otherwise specified on this order. If permission is given to prepay freight and charge separately, the original freight bill must accompany invoice.
 8. As a State of Utah Agency, by statute, Snow College is exempt from state and local taxes. State Tax Exemption Certificate is #11972586-002-STC, Federal Excise Tax Exemption Certificate of Registry is #87-6000-517.
 9. Vendor certified that it meets prevailing WAGE RATES in this area.
 10. EQUAL OPPORTUNITY CLAUSE and CERTIFICATION OF NONSEGREGATED FACILITIES. The vendor agrees to comply with the letter and spirit of the Federal Executive Order No. 11246 issued by the President of the United States as amended by Executive Order No. 11375, as applicable, which is incorporated herein by reference.
The vendor agrees to comply both specifically and with the intent of Sections 503 and 504 of the Rehabilitation Act of 1973 as amended. (The act deals with nondiscrimination hiring and personnel practices related to the handicapped and with making facilities accessible to the disabled.)
 11. Compliance with the provisions of the Davis-Bacon Act when applicable.
 12. INDEMNIFICATION. To the extent authorized by law, the contractor shall indemnify, save and hold harmless, the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act of omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
 13. TERMINATION - Settlement of purchase orders terminated for convenience of Snow College, not involving delay or late delivery, MAY be effected by negotiated agreement. Ever effort will be made to reach a fair and prompt settlement with the vendor.
 14. Receipt of the merchandise, services, or equipment in response to this order can result in authorized payment on the part of Snow College. However, it is to be understood that FINAL ACCEPTANCE is dependent upon completion of applicable required inspection procedures. Should the service rendered or merchandise furnished fail to meet all inspection requirements, the Purchasing Department reserves the right to open negotiations with the vendor to permit a mutually acceptable and equitable solution to the transaction.
 15. Neither party to this contract may assign or transfer any portion of this agreement without the prior written consent of the other party.
 16. All provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of this agreement.
 17. All parties to this contract agree that the representatives named herein are in fact, bona fide and possess full and complete authority to bind said parties.
 18. All shipments in response to, and in full accordance with authored purchase orders having accompanying documents of title, are subject to physical inspection prior to acceptance.
 19. In accepting this contract for services with Snow College, this business attests that all employment practices, facilities, programs, activities and services are in compliance with all statutes of the Americans with Disabilities Act of 1990.
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- Vendor and purchaser (State of Utah) recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact born by purchaser. Therefore, for good cause and as consideration for executing this contract, Vendor hereby assigns to the State of Utah any and all claims it may now have or hereafter acquire under federal or state antitrust laws for such overcharges relating to the particular goods and services purchased or acquired by the State of Utah pursuant to this purchase order contract.