

High Point University Purchasing Terms & Conditions

Shipments received prior to delivery date without previous approval of High Point University may be returned or stored at seller's expense.

- Whenever an actual or potential labor dispute or any other cause is delaying or threatening to delay timely performance of this contract, seller will give notice to High Point University including all relevant information. If seller fails to deliver within the time specified on the purchase order without written notification in advance and waiver of delivery term by High Point University, then the University may at its option revoke and cancel the contract.
- No charges of any kind, except sales tax and freight, not appearing on this purchase order will be accepted or paid by High Point University. It is Buyer's discretion to accept items shipped in excess of the quantity ordered and any over-shipment may be returned at seller's expense.
- The Purchase Order number must appear on all crates, packages, packing slips, invoices, and correspondence shipped or mailed to High Point University. All items will be accompanied by assembly instructions and operating and repair manuals, as applicable. High Point University count will be accepted as conclusive on all shipments not accompanied by a packing slip.
- The parts, material, and workmanship of all items are subject to inspection, testing and counting by High Point University. High Point University may reject for full credit or require prompt correction or replacement at seller's expense, including the expense of unpacking, examining, repacking, storing and transporting of any item defective in material or workmanship or otherwise not in conformity with the purchase order. Goods will be delivered to the University in new condition and undamaged (unless otherwise specified).
- The seller warrants the merchantable quality of the goods sold hereunder and that such goods are fit for the purposes for which they were purchased. Such warranties are in addition to all express warranties and will run to the benefit of the University, its employees and agents. The seller's period of warranty with respect to each item will be at least as long as that of the manufacturer of such item, and seller will honor same.
- This order to seller is not transferable or assignable without the written permission of High Point University. Seller is an independent contractor and is not an agent or employee of High Point University.

- Seller warrants that it is the sole owner of the described goods and that it has the unrestricted right to convey a clear title to the University free and clear of all encumbrances.
- Seller agrees to comply with all applicable laws and regulations of Federal, State and Municipal government bodies and agencies, and will defend and hold High Point University harmless from any loss or damage arising out of any violation of such laws and regulations, or by reason of actual or alleged infringement of copyright, patent, or trademark.
- Seller agrees to indemnify and hold High Point University harmless from all claims and liability resulting from the negligence of seller, its agents or employees in performance with respect to this purchase order.
- The equipment and material covered by this order must comply and conform to appropriate provisions and regulations of the Williams-Steiger Occupational Safety and Health Act of 1970. All orders must be shipped with the applicable MSDS sheets per the aforementioned Act.
- The seller will take affirmative action to insure that applicants and employees are treated without regard to disability, race, religion, color, sex, national origin or veteran status. The seller agrees to post in conspicuous places, available to employees and applicants forth employment, notices setting for the policies of nondiscrimination.
- This purchase order and the contract arising therefrom are governed by the laws of the state of North Carolina.
- High Point University's standard purchasing payment terms are NET 30 days. Any deviation from these terms requires prior approval; otherwise, all invoices are assumed to be due 30 days after receipt.
- A separate invoice is required for each purchase order.
- High Point University's standard for shipments is FOB Destination, meaning the seller pays all freight costs and retains ownership of the goods until they are received by High Point University.
- Performance against this purchase order constitutes acceptance of all terms and conditions. No other terms and conditions apply without prior written consent of High Point University's Purchasing Dept.
- The price of goods and/or services covered by this purchase order shall be the amount specified on the purchase order.
- Seller acknowledges that information on this purchase order is deemed confidential, and seller shall not release any information concerning this purchase order without prior written consent of High Point University.
- Neither party shall be liable to the other for delay or failure to perform its obligations provided such delay or failure to perform is due to fire, storm,

flood, earthquake, act of God, war, insurrection, riot, governmental action, or other unanticipated event beyond the control of such party (an event of Force Majeure). If seller claims Force Majeure, it must provide written notice to High Point University within 24 hours of such a claim, together with a detailed description of the event and the expected duration of non-performance. If Force Majeure continues or is expected to continue beyond 30 days, High Point University may, at its option, cancel this contract.

- If the seller breaches its obligations under this contract, seller shall be liable to High Point University for all High Point University's costs of remedying the breach including, but not limited to, attorney's fees and expenses.
- Failure by High Point University to insist on strict adherence to any term of this purchase order shall not be construed to be a waiver or deprive High Point University of the right thereafter to insist upon strict adherence to that term or any other term of the purchase order. Any waiver must be in writing and signed by an authorized representative of High Point University.
- This purchase order, and terms and conditions, contains the complete agreement between the parties as to this subject matter, supersedes all previous agreements as to this subject matter, and may not be amended or discharged except in writing signed by duly authorized representatives of both parties.