

TERMS AND CONDITIONS OF PURCHASE
Southern University Purchasing Department
Baton Rouge Campus

Vendor/Contractor agrees to terms listed below when accepting a Southern University Purchase Order:

TRANSPORTATION:— All charges must be prepaid and material must be delivered to location specified.

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number.

Include prepaid charges on invoice for merchandise when sold f.o.b. point of origin, and shipped prepaid as instructed on our order, and attach to the respective invoices the original freight bill.

Furnish signed B. of L. or express receipt showing rate for material purchased shipping point basis.

ORDERS:— We will not in any manner be responsible for goods delivered or work done for our account without a written order.

No allowance for boxing or crating.

If you cannot fill order as directed, return for advice. Quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

INSPECTION:— By accepting this order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specification, drawing or sample and agree that this warranty shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

PATENTS:— By accepting this order you hereby guarantee and agree that the merchandise to be furnished hereunder will not infringe any valid patent or trademark, and that you will at your own expense defend any and all actions or suits charging such infringement and will save us, and those for whom we may act as agent in the purchase of said merchandise, harmless in case of any such infringement.

PRICES:— Unless specified above DO NOT FILL this order at price higher than last charged or quoted without first advising us and receiving our consent to do so.

TERMS:— Unless otherwise agreed, our regular terms are net 30 days.

DELIVERY:— The right is reserved to cancel this order if not filled within time specified herein.

REJECT:— All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs.

LOUISIANA CONTRACT:— It is agreed by the parties that this order and the acceptance thereof, shall be deemed a contract made in Louisiana and governed by the laws of the State of Louisiana.

INVOICES:— Claims against Southern University are payable on invoices rendered by the vendor to the Comptroller's Office, Southern University, Baton Rouge, LA. It is imperative that INVOICES BE MAILED SAME DAY SHIPMENTS ARE MADE, EITHER PARTIAL DELIVERY OR COMPLETE DELIVERY. (Except in cases of daily services representing small amounts). THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading, packages and correspondence.