1. ACCEPTANCE OF TERMS: (a) The goods and services shall be furnished by the Vendor subject to and in accordance with this order. Vendor’s acceptance of this order shall constitute agreement to be bound by and to comply with all the terms and conditions set forth herein. Written acceptance or shipment of any or all of the goods or the performance of all or any portion of the services covered by this order by the Vendor shall constitute unqualified acceptance of all its terms and conditions.

(b) Any additional or different terms and conditions which may appear in any communication from the Vendor are hereby rejected and shall not be effective or binding unless specifically agreed to in writing by the University. No such additional or different terms or conditions shall become part of the order despite the University’s receipt thereof unless the University specifically agrees in writing to their inclusion.

2. SHIPPING INSTRUCTIONS: (a) Shipments will be prepaid via cheapest common carrier, F.O.B. destination, unless otherwise specified in this order. The University does not accept C.O.D. shipments.

(b) The University Purchase Order number MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Memorandum of contents shall be enclosed in each box or package. Shipping charges, if allowed, must be supported by copies of bills attached to invoices.

(c) All shipments of hazardous material must be accompanied by Material Safety Data Sheets. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials. The contractor shall comply with applicable federal, state, and local laws, code ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material and are required to comply with the provisions of 8 A.C. 15.0110(b).

3. TIME OF DELIVERY: Time of delivery is of the essence of this order and the order is subject to cancellation or termination for failure to deliver on time.

4. VARIATION IN QUANTITY: No variation in quantity will be accepted unless specifically authorized elsewhere in this order.

5. PRICE: (a) The University shall receive the benefit of any general reduction in Vendor’s price prior to delivery and in no event shall the University be charged higher prices than Vendor’s similar customers who take delivery of the same or substantially the same materials and in the same circumstances.

(b) Prices shall be inclusive of all federal, state, and local taxes except those taxes from which the University as a purchaser is exempt or immune. The University of Alaska is a constitutional corporation of the State of Alaska.

6. PAYMENTS: Payments for good and services furnished under this order will be due thirty (30) days after the latter of (1) receipt and acceptance of goods or services; (2) receipt of proper billing for such goods or services; or (3) receipt of all documents required by the order.

7. DISCOUNT DATE: Cash discount periods on any invoice received, shall commence on the date the shipment is received or accepted by the University or date of receipt of invoice, whichever is later.

8. INSPECTION AND ACCEPTANCE OF GOODS: (a) All work performed and all goods delivered are subject to the University’s inspection and acceptance at destination notwithstanding any payments or inspection provisions to the contrary, and acceptance shall be conclusive except as to hidden damage found in a timely manner, latent defects, fraud, such gross mistakes as amount to fraud, and exercise of warranty.

(b) Goods rejected by the University for whatever reason may be held, transported and/or stored by the University at Vendor’s sole expense. On items delivered in error on in excess of the quantity ordered or authorized, the University reserves the right to return said overages or items at Vendor’s expense. Vendor agrees to hold the University harmless for any damages, destruction, or other loss during such return.

(c) Vendor shall promptly reimburse the University for any expenses which the University has advanced on Vendor’s behalf in holding, transporting and/or storing, rejected or nonconforming goods or over shipments.

9. RIGHT TO INSPECT PLANT AND WORK: The University may, at reasonable times, inspect the part of the plant or place of business and work in progress of a Vendor or any subcontractor which is linked to the performance of this order.

10. WAIVER: The waiver of any breach of the terms of this order by the University shall not constitute a waiver of any terms of any subsequent breach, nor shall any payment for goods delivered or services constitute such waiver.

11. WARRANTIES: (a) Vendor warrants that all materials, and equipment supplied under this order conform to the specifications of this order, to be of merchantable quality, and to be free from defect in materials and workmanship.

(b) Vendor shall honor standard commercial guarantees and warranties offered by the manufacturer, and any other specific warranty or guarantee specified elsewhere in this order.

12. LIENS OR CLAIMS: Vendor warrants the equipment, articles and/or materials furnished under the terms of this order are unencumbered and not subject to any lien or claim.

13. ASSIGNMENT: This order, including the right to receive payment of is, not transferable, or otherwise assignable without the express prior written consent of the University of Alaska Procurement Officer. Requests for assignment or assignment must be in writing and in advance. An instrument of assignment is subject to prior claims of persons, firms, and corporations for services or supplies provided in the performance of this order.

14. AUTHORITY: The procurement officer whose name appears on the face of this order has statutory authority to act as agent for the University. Vendor is cautioned that instructions contrary to the provisions of this order, which are received from University employees not specifically delegated authority to act in this matter, are not valid or binding on the University, and are a violation of Alaska Statute 36.30 and University Regulations 23 A.C. 05.

15. CHANGES: No modifications of any of the terms or conditions of this order, including, but not limited to, delivery, price, quality, quantities, and specifications, will be effective without the prior written consent of the University.

16. INDEMNIFICATION: (a) Vendor agrees to hold harmless the University, its Board of Regents, officers, agents and employees from, and to defend against it, any and all claims arising form the purchase, installation, and/or use of the equipment, articles and/or materials or services which are furnished by the Vendor under this order.

(b) Vendor assumes all risk of damage or injury to Vendor’s own employees, property or person acting for or on behalf of Vendor from whatever cause.