

OHIO UNIVERSITY PURCHASE ORDER TERMS AND CONDITIONS

By acceptance of this contract, the supplier represents that it will comply with the Equal Employment Opportunity laws and regulations as amended from time to time.

Substitutions, alterations or additions are unauthorized.

Tax exemption certificate: we hereby certify this material is ordered for Ohio University, a political subdivision of Ohio, and is thereby exempt from Ohio Sales Tax Code Sec. 6739.02 (9) (1) and Federal tax.

This Order, including pre-negotiated and executed contractual language, contains the complete and final agreement between Buyer and Seller. Reference to Seller's bids or proposals, if noted on this Purchase Order, shall not affect the terms and conditions hereof, unless specifically provided to the contrary herein, and no other agreement or quotation in any way modifying any of said terms and conditions will be binding upon Buyer unless made in writing and signed by Buyer's authorized representative.

Property in specific goods passes when such goods are delivered to our docks. (Unless otherwise stated)

This contract shall be subject to the laws of the State of Ohio.

PURCHASE ORDER NUMBER MUST BE MARKED ON ALL MATERIAL, PACKAGES, INVOICES & CORRESPONDENCE.

EACH ORDER MUST BE INVOICED SEPARATELY AND THE LETTER AND NUMBER OF THE BUYER'S ORDER MUST BE SHOWN ON THE FACE OF THE INVOICE. Each invoice must also show the point of shipment and routing. SEND INVOICE FOR EACH SHIPMENT TO BUYER'S ACCOUNTS PAYABLE DEPARTMENT AT OHIO UNIVERSITY, ATHENS, OHIO. Also send Bill of Lading or Express Receipt for each shipment, consigned to Ohio University.

Except for possible minor items, furnishing of material specified on this order must not be sublet without written consent of the Buyer.

Patent Protection: To the extent the items covered by this Purchase Order are not manufactured pursuant to design specified by Buyer, Seller shall indemnify and hold Buyer, its agents and customers harmless from any loss, damage or liability for infringement of United States patent rights with respect to such items and shall at its own expense defend any action in which such infringement is alleged with respect to the manufacture, sale or use of such items delivered hereunder; provided Seller is notified of such suits against Buyer and provided further Seller's indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in the normal use for which the articles was designed.

Quality of the material is subject to Buyer's inspection and approval within a reasonable time after delivery. If quality and specification do not meet buyer requirement as specified, material will be returned at Seller's expense and risk.

Delivery Limitations: The Buyer shall have the right to cancel this order if it is not delivered within a reasonable time. Exceptions or inconsistencies contained in any printed form used by the Seller may not be accepted by the Buyer.

Cartage – No charge allowed by Buyer unless otherwise agreed.

Premium transportation – The Seller agrees to bear the expense of any premium transportation charges unless otherwise agreed.

Prepaid transportation charges, appearing on Seller's invoice, must be supported by a paid freight bill or equivalent.

Insurance – The Seller agrees to bear the expense of any insurance. Invoices will be paid according to discount terms, or if no discount is offered, within thirty days after receipt and acceptance of goods or completion and acceptance of services. Discount periods will be computed from either the date of delivery of goods ordered or the date of receipt of correct invoices, prepared in accordance with the terms of Buyer's order, whichever date is later.

Contract Conditions: Unless the seller advises the buyer in writing by return mail of any exceptions to the terms and conditions of this contract, such terms and conditions shall be deemed to have been accepted by seller and to be conditions of the contract. Such exception to terms and/or conditions must be authorized by buyer.

Revised 11/12/10