

UNIVERSITY OF HARTFORD
PURCHASE ORDER TERMS AND CONDITIONS

Entire Agreement: Unless specified to the contrary in writing on the face of this purchase order or by attachment hereto, this agreement and the following Purchase Order Terms and Conditions (collectively, the **Terms and Conditions**) shall apply to the purchase of the goods and/or services listed on this purchase order. These Terms and Conditions constitute the entire agreement between the University of Hartford (**University**) and the addressee on this purchase order (**Seller**). "**Party**" means each of the Seller and University, and "**Parties**" means both Seller and University. University will not be responsible for any goods or services ordered without an approved purchase order signed by the Director of Procurement Services.

Acceptance and Limitations: Acceptance of this purchase order constitutes acceptance of all conditions stated in these Terms and Conditions. Shipment in whole or part of goods and services shall constitute acceptance of this purchase order. Unless University specifically in writing authorizes otherwise, neither any oral statement nor any provision in the Seller's forms, letters, papers or website changes, limits, controls, or restricts these Terms and Conditions.

Changes: No changes of any type may be made to this purchase order, including changes in quantity, type of goods, delivery date, price, or any other provision, without the express written approval of an authorized representative of the University.

Inspection and Returns: No goods received by University pursuant to this purchase order shall be deemed accepted until University has had a reasonable opportunity to inspect said goods. All goods which are discovered to be defective, unsatisfactory, of inferior quality or workmanship, or which fail to meet the specifications or other requirements of this purchase order, upon initial inspection or at any later time if the defects contained in the goods were not reasonably ascertainable upon inspection, may be rejected and may be returned at University's sole discretion. Seller shall reimburse University for all prior payments and/or costs incurred in connection with delivery or return of such goods. Any unused, unopened goods may be returned to Seller within thirty (30) days of purchase for any reason. No goods returned as defective shall be replaced without University's authorization.

Warranties: Seller warrants that for a period of twelve (12) months from the date of acceptance all goods, work, or merchandise supplied per this purchase order: (a) will conform to each specification, drawing, sample, or other description that University furnishes or adopts; (b) will be fit and serviceable for the purpose intended, of acceptable quality, workmanship, and free from defect; and (c) will be free and clear of all liens and encumbrances. This is in addition to any warranty or service guarantee given by Seller to University and as provided by law.

Delivery and Title: Delivery is to be made to the destination stated on this purchase order. University will not be responsible for any goods delivered to any destination other than that specified on the face of this purchase order. Delivery must be made within the time specified in this purchase order. Hours for delivery are Monday through Friday from 9:00 a.m. until 4:00 p.m., excluding legal and University holidays. Deliveries to University may require 48 hours prior notice and will be noted on this purchase order. Seller shall retain title and bear the risk of loss or damage to the goods until they are delivered in conformity with this purchase order at the specified delivery location.

Quantity: Any goods shipped in excess of the quantity specified in this purchase order may, at University's option, be returned at Seller's expense.

Packing Slip: Seller must note, list, or post this purchase order number on the outside of each package, and on each packing slip and bill of lading to which this purchase order applies. A packing slip must accompany each shipment.

Freight Charges: Unless otherwise specified by University, Seller shall be responsible for all liabilities, costs, charges, insurance, fees, taxes, customs duties, permitting fees, or otherwise associated with the sale and/or transportation of the goods. Where freight charges are to be the responsibility of the University, the Seller shall agree to ship the most economical way, consistent with the needs of the University.

Clean-Up: Seller shall unpack and remove all packing material of goods and/or services that Seller provides from University premises. Seller shall keep the site and adjacent roadways and sidewalks free from debris during deliveries.

Hazardous Products: Seller shall furnish all safety data sheet (SDS) data and provide the necessary protection/precautionary measures according to federal and state laws and regulations. Seller must send SDS sheets to any person or department that is listed on this purchase order's "ship to" address.

Damage to University Property: Seller shall be totally responsible for any and all damage done to University property during the furnishing or performance of services, delivery, assembly, installation, or placement of materials, described herein and shall repair or cause to be repaired at its expense any such damages in a manner satisfactory to University. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN SELLER PAYING TO UNIVERSITY LIQUIDATED DAMAGES AND NOT AS A PENALTY FOR SUCH FAILURE, THE SUM OF \$200.00 (TWO HUNDRED DOLLARS) PER DAY, FOR EACH DAY THAT DAMAGES OR DEBRIS REMAINS ON UNIVERSITY PROPERTY, AND UNIVERSITY MAY OFFSET OR DEDUCT SUCH AMOUNT AUTOMATICALLY FROM ANY AMOUNT BILLED OR OWED BY UNIVERSITY UNDER THIS CONTRACT.

Extra Charges: No additional charges of any kind, including charges for boxing, packing, transportation, or other extras will be allowed unless specifically agreed to in writing by an authorized agent of the University.

Invoice: Seller is to render invoices as instructed on the face of this purchase order, or follow the provisions previously agreed to between University and Seller. Invoices must reference University's purchase order number. If an invoice does not clearly and conspicuously reference this purchase order number, University shall not be held responsible for any late payment to Seller and shall not be subject to any late payment penalties.

Payment Terms: Net 30 days. Discount terms are acceptable. University may pay by check, ACH, EFT, or CC, and University also highly encourages its personnel to use University's "P" card in accordance with University policy. Discounts will be taken during the discount period with the receipt of material or invoice, whichever is later.

Termination for Convenience: University may terminate this purchase order, in whole or in part, with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to Seller. If University terminates for convenience, University shall compensate Seller for all authorized and accepted goods or services completed through the date of termination, and University shall be relieved of all future obligations. University may withhold all payments to Seller for such work until such time as University determines the exact amount due to Seller.

Termination for Default: A "material breach" of this purchase order is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act

inconsistent with the terms and conditions of this purchase order. If Seller materially fails to fulfill its obligations under this purchase order, University will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. Seller shall have thirty (30) calendar days to cure the breach. If Seller fails to cure the breach within the 30-day period, University shall issue a Termination for Default Notice. University may pursue whatever legal and equitable remedies it chooses.

Tax-Exempt: University is tax-exempt and shall provide a certificate of such tax-exempt status upon written request by Seller.

Insurance: Seller shall, at its sole cost and expense, maintain and carry general liability insurance coverage with a minimum limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. This general liability policy shall include coverage for hazards of contractual liability and broad form property damages. Seller shall also, at its sole cost and expense, maintain and carry (a) employers liability insurance coverage for all individuals deemed employees of Seller with a minimum limit of \$500,000 per employee, \$500,000 per accident, and \$1,000,000 in the aggregate; (b) workers compensation liability insurance as required under applicable law; (c) business automobile liability insurance including comprehensive third-party coverage for injury, including death or property damages, with a minimum, combined single limit of \$1,000,000 per occurrence, including coverage for owned, non-owned and hired vehicles; and (d) cyber liability insurance coverage with aggregate limits no less than \$10,000,000. All insurance policies, except for workers' compensation and employer's liability, shall name the University of Hartford, its affiliates, agents, employees, regents, officers, and directors, as primary additional insured. All insurance policies identified hereunder shall be written with insurance carriers that are rated A-, Class X, or better by AM Best Company. Note, that higher limits and additional coverages may be necessary and appropriate for more significant work, such as construction work.

Minority Business Enterprise: University encourages the purchase of goods and services from minority business enterprises.

Nondiscrimination: Neither Party shall discriminate against any person in connection with this Agreement on the basis of gender or sex (including pregnancy, maternity leave status, childbirth, false pregnancy, termination of pregnancy, or recovery from any of these conditions), gender identity, or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, parental, family or marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.

Seller Responsibilities: Seller will discharge its responsibilities hereunder in accordance with the highest standards of professional and ethical competence and, in any event, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and aim.

Recalls: In the event that any Seller or any applicable government authority institutes a product recall, product withdrawal, or field corrective action in relation to any goods supplied hereunder, Seller shall notify University within three (3) business days. Seller will then work with University to offer a comparable substitute product. If no such product is available University has the right to cancel any outstanding orders, and receive a full refund of any amounts paid for any recalled goods.

Background Checks: University requires that all companies/individuals that it does business with run a background check on their employees. Seller will not assign to the site any individual who fails a background check. Sellers shall supply copies of background checks, upon University's request. Background checks should be

run when the services require regular interaction with students, and staff, sensitive/confidential data, and regular access to secured buildings/departments.

Intellectual Property: All deliverables shall be owned by and shall be the exclusive property of the University. This includes any software, research, reports, studies, data, photographs, negative or other documents, drawings, or materials delivered by Seller in the performance of its obligations under this purchase order.

Export Controls: Seller is responsible for complying with all applicable export control regulations including, but not limited to, ITAR and ETAR. Any such export-controlled items, equipment, or information must be properly handled and labeled by Seller as part of Seller's responsibilities. The burden shall be on Seller to prevent such export-controlled information from being improperly disclosed to University and Seller shall obtain the appropriate license or approval from the relevant authorities or invoke an available exception, exemption, or exclusion before disclosing any export-controlled materials to University. In the event that Seller seeks to provide University with any such controlled disclosures, Seller will so inform University in writing, and shall not forward or provide any export-controlled information to University without the express written permission of a University official in charge of such matters. The name of such University official shall be provided upon request.

Compliance With Laws: Seller, its agents, employees, and subcontractors must comply with all applicable laws, ordinances, rules, and regulations (**Laws**) including, but not limited to, any potentially applicable provisions of the Civil Rights Act, the Age Discrimination in Employment Act, the Rehabilitation Act, the Americans With Disabilities Act, and all other potentially applicable Laws concerning labor and wages, worker's compensation, employer liability, unemployment compensation, benefits, safety, antitrust and anti-collusion, fair trade, environment, equal employment opportunity, and discrimination on the basis of race, color, religion, gender, national origin, veteran's status or disability. By signing this Agreement, Seller certifies that it and its agents, employees, and subcontractors will comply with all applicable Laws.

FERPA: To the extent, Seller collects, generates, receives, or maintains personally identifiable information or "educational records" related to or concerning University students, Seller agrees to: (a) comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C §1232g; 34 CFR Part 99) to the same extent as FERPA applies to University; (b) limit access to student education records or personally identifiable student information to only those employees or agents of Seller with a legitimate educational interest in such student education records or personally identifiable student information as necessary to carry out the purpose of this Agreement; (c) Seller agrees not to re-disclose any such student education records or personally identifiable student information without the advance written consent of each student. For purposes of this Agreement, pursuant to FERPA, University hereby designates Seller as a school official with a legitimate educational interest in the educational records of University students only to the extent that access to University student education records or personally identifiable student information is required by Seller and its individual employees or agents to carry out the purpose of this Agreement. Additionally, Seller shall implement technical, physical, and administrative security safeguards to protect and secure student education records and/or personally identifiable student information from unauthorized access, use, or disclosure. In the event Seller discovers any unauthorized access, use, or disclosure of such records or information, Seller shall notify the University of such incident within 24 hours of discovery. Upon termination of this Agreement, Seller shall return or destroy any and all records or information collected, generated, maintained, or received from the University. If such return or destruction is not technically feasible, Seller agrees to continue to protect and secure such records and information in accordance with this Agreement for as long as it maintains such records and information.

Assignment: Seller shall not assign any right or interest in or under this Agreement, or delegate any obligation under this Agreement without the prior written consent of the University. Any attempted assignment or delegation absent such written consent shall be void and ineffective for all purposes.

Certification of Authority: This purchase order signatory shall certify, and hereby represents and warrants, that she or he has the legal authority to sign this contract on behalf of the Seller.

Choice of Law and Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to the choice of law provisions thereof. The Parties agree to bring any legal proceeding arising under this Agreement in which the University is a party, in a court of competent jurisdiction within the State of Connecticut.

Continuing Terms: All indemnification, payment, warranty, lien waiver, title, and remedies provisions shall survive the termination or expiration of this Agreement.

Force Majeure: Whenever, due to fires, acts of God, wars, riots, or other circumstances beyond its control, delivery on the prescribed date is impossible, Seller shall promptly notify the University and the University may extend delivery until such circumstances have been remedied.

Indemnification: To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless University, and its representatives and all of their respective regents, directors, officers, employees, and agents (collectively, **Indemnities**) from and against all claims, liabilities, damages, losses, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, **Claims**), caused by, or in any way arising out of use, sale or other disposition of Sellers produce or services, except those which result for the negligent act or omission of University.

Infringement Identification: Seller shall defend, indemnify, and hold harmless Indemnities from and against all Claims brought against Indemnities based on a claim that the manufacture or sale or University's intended use or resale of any of the goods covered by this purchase order constitutes an infringement of any patent, now or hereafter issued, or violates any other proprietary interest (including, but not limited to, any copyright, trademark, and/or trade secrets). In the event that University is enjoined from use and/or resale of any of the goods covered by this purchase order as a result of the said suit or proceeding, Seller shall (at its sole cost and expense) expend all reasonable efforts to procure for University the right to use and/or resell said goods. If Seller cannot so procure the aforementioned right within a reasonable time, Seller shall then promptly (at Seller's sole cost and expense): (a) modify said goods so as to avoid infringement of any third party patent or other proprietary interest (collectively, **Proprietary Interest**); (b) replace said goods with new goods which do not infringe or violate any third party's Proprietary Interest and reimburse University for any additional costs (including, but not limited to any transportation and reinstallation costs) in connection therewith; or (c) remove said goods and refund the purchase price and reimburse University for any associated cost thereof (including, but not limited to, any the transportation and installation costs).

Independent Contractor Status Requirement: Neither Seller nor any party assisting Seller in its obligations under this Agreement, shall be deemed to be a University employee. These Terms and Conditions shall not be construed or deemed to constitute a partnership or joint venture between Seller and University. Neither Seller, nor any person assisting Seller, shall be covered by any University employee benefits program, including but not limited to workers' compensation or health insurance.

Limitation of Use of Name or Logo: Seller shall not use University's name or logo without the express written permission of the University.

Remedies: In addition to remedies provided herein, University shall have all other rights and remedies available under the law.

NO LIABILITY: IN NO EVENT SHALL THE UNIVERSITY BE LIABLE TO THE SELLER FOR ANY SPECIAL, CONTINGENT, OR CONSEQUENTIAL DAMAGES.

Severability: Any provision, term, or condition of the Agreement that is held to be inoperative, unenforceable, voidable, or invalid shall be ineffective, unenforceable, void or invalid without affecting the remaining provisions, or the enforceability of all provisions, and to this end, the provisions, terms, and conditions hereof are declared to be severable.

Waiver of Breach: Waiver, forbearance, or inaction by the University of a breach of any provision hereunder shall not constitute a waiver of any other breach.

For a printable copy, please visit the General Information section of our website:

<https://www.hartford.edu/about/offices-divisions/finance-administration/procurement.aspx>