PURCHASE ORDER TERMS, CONDITIONS AND INSTRUCTIONS
[This order is subject to the following terms and conditions and by accepting the order, or any part thereof, the SELLER agrees to and accepts said terms and conditions.]

GENERAL
1. DEFINITIONS: The term Purchaser means University of La Verne and the term Seller means the person, firm or corporation from whom the merchandise or items have been ordered.
2. No terms stated by Seller in accepting acknowledgement of order shall be binding upon Purchaser unless agreed to in writing by Purchaser.
3. Seller may not assign this order without Purchaser’s consent.
4. Time is of the essence as to the delivery of this order.

ACCEPTANCE AND PRECEDENCE
5. This Purchase Order (PO) shall create an offer of a unilateral contract that may be accepted by Seller’s performance or promise of performance. **Seller’s acceptance of this PO, or any part thereof, constitutes Seller’s agreement to be bound by the terms and conditions of this PO.**
6. This PO is subject to acceptance only on the terms and conditions stated in this PO. Any additional or different terms and conditions proposed by Seller or contained in any written material provided by Seller are hereby rejected and shall be of no force or effect unless expressly assented to in writing by Purchaser.
7. The Purchaser and Seller agree that if there should be any conflict between the terms and conditions of this PO and the terms and conditions contained in any written materials provided by Seller, the terms and conditions of this PO shall take precedence.
8. Specifically written terms, condition and instructions, relating to advertised quotes from the Seller, take precedence over these printed terms and conditions, notwithstanding any previous, custom practice or course of dealing to the contrary.

SHIPPING AND DELIVERY
9. If Seller cannot ship order without delay, Seller agrees to immediately notify the Purchasing Department of that fact and the probably date of delivery.
10. Items must be shipped as per instructions; otherwise, any extra handling charges will be billed back to Seller.
11. In the event of Seller’s failure to deliver as specified, the Purchaser reserves the right to cancel this order or any part thereof without prejudice as to its other rights. The Seller agrees that Purchaser may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver.

PRICE
12. No deviation in price or substitution of any kind will be permitted, except by written consent of the Purchaser. Permission in writing should be secured by the Purchaser for any price change or substitution or product or service prior to delivery.
13. All items must be freight on board (FOB) to point of destination indicated. Exceptions are subject to the approval of the Purchaser.
14. No boxing, packaging or cartage charges will be paid or billed to Purchaser unless specifically authorized in writing.
15. It shall be understood that any cash discount period, if applicable, to the Purchaser will date from the receipt of the merchandise not the invoice date.

INSPECTIONS
16. All items are subject to Purchaser’s inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any items are found to be unsatisfactory, defective, inferior in quality, or fail to meet the specifications or any other requirements of this order, the Purchaser may return such item(s) to Seller at Seller’s expense. Purchaser’s payment for any item(s) prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective item. Seller shall reimburse Purchaser for any amount paid by Purchaser on account of the purchase price of such return item(s), in addition to any costs incurred by the Purchaser in connection with the delivery or return of such item(s).

WARRANTIES
17. Seller warrants that the item(s) or any part thereof, will conform to its description and any applicable specification shall be of good merchantable specifications, and fit for the known purpose for which it was sold. This warranty is in addition to any expressed warranty or service guarantee given by the Seller to Purchaser.
18. Seller warrants that the item(s) is free and clear of all liens and encumbrances and that Seller has a good and marketable title to same at the time title passes to Purchaser.
19. Seller shall comply with all Federal, State and local laws, and any regulations or orders applicable to the purchase, manufacture, process, constructions, installation, servicing and delivery of the item(s). In the event of failure to comply with applicable laws, regulations, or orders, the Seller shall reimburse the Purchaser for any loss incurred by Seller’s failure to comply.
20. In the event any item(s) sold or delivered hereunder shall be defective in any respect whatsoever, Seller shall indemnify and hold harmless the Purchaser. Seller shall be responsible for any and all loss or damage to the subject of this Purchase Order until such time as it has been delivered and Purchaser has had an opportunity to inspect and accept it.

LIABILITY OF SELLER
21. Seller will hold Purchaser harmless from any or all damages or liability arising out of death or injuries to persons or damage caused by the negligence of Seller or his agents or employees.
22. Seller shall be responsible for any and all loss or damage to the item(s) until delivery and inspection is accepted.

University of La Verne
Purchasing Department

Revised 7/1/2005