

# KETTERING UNIVERSITY

## PURCHASE ORDER TERMS AND CONDITIONS

**NOTE: THESE TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR EQUIPMENT, SUPPLIES, OR SERVICES, AND THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE THERETO IN SAID PURCHASE ORDER, AND THE VENDOR AGREES TO ALL TERMS AND PROVISIONS SET FORTH HERIN AS PART OF THE CONTRACT BETWEEN VENDOR AND KETTERING UNIVERSITY. Hereafter the term "order" shall mean the Purchase Order issued in connection herewith.**

Kettering University assumes no liability for payment of materials and services until its **Purchasing Department** issues a *Purchase Order*.

### BILLING AND SHIPPING

- A. All material shall be suitably packed, marked, and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost.
- B. Unless specified herein, Seller shall properly mark each package with Buyer's order number and where multiple packages comprise a single shipment each package shall also be consecutively numbered. Order number and package numbers shall be shown on packing slips, bills of lading and invoices.
- C. Packing ships must accompany each shipment.
- D. Original bill of lading, or other shipping receipt, for each shipment shall be promptly forwarded by Seller in accordance with instructions issued by the Buyer.
- E. Seller agrees to describe material on bill of lading or other shipping receipt and to route shipment in accordance with instructions on the Purchase Order.
- F. E-mail invoices promptly to [accountspayable@kettering.edu](mailto:accountspayable@kettering.edu), fax to Accounts Payable at (810) 762-9936, or mail to:  
Kettering University  
Accounts Payable  
1700 University Ave  
Flint MI 48504
- G. Itemized monthly statement or invoices must be forwarded to paying address prior to payment date. Delay in receiving statement will be considered just cause for withholding settlement without losing cash discount privilege.

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1. **DELIVERY SCHEDULES:** Deliveries are to be made both in quantities and at time specified in schedules furnished by Buyer. Buyer will have no liability for payment for material or items delivered to Buyer which are in excess of quantities specified in the delivery schedules. Buyer may from time to time change delivery schedules or direct temporary suspension of scheduled shipments.
2. **EXCUSABLE DELAYS:** Except with respect to defaults of subcontractors, Seller shall not be liable for delays, or defaults in deliveries due to causes beyond its control and without its fault or negligence. If at any time Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to Buyer. Any delay due to a default of subcontractor will be excusable if beyond the controls and without the fault or negligence of both Seller and its subcontractor and if Seller establishes that it could not obtain supplies or services from any other source in time to meet the delivery schedule.
3. **WARRANTY:** Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and will be merchantable, of good material and workmanship and free from defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is in accordance with Seller's specifications, will be fit and sufficient for the purposes intended.

4. **POTENTIALLY HARMFUL INGREDIENTS:** Seller agrees to promptly furnish to Buyer Material Safety Data Sheets.
5. **CANCELLATION:** Buyer reserves the right to cancel all or any part of the work covered by this order if Seller does not make deliveries as specified in the schedules or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from Buyer specifying such failure, or if Seller breaches any of the terms hereof including the warranties of Seller.
6. **INSURANCE:** Seller agrees to indemnify and protect Buyer against all liability, claims or demands for injuries and damages to any person or property arising out of the performance of this order by Seller, its servants, employees, agents, or representatives. Seller further agrees to furnish insurance certificate evidencing that Seller has insurance coverage in amounts not less than the following:
  - a. **WORKERS' COMPENSATION** – Statutory Limits for state or states in which work is to be performed. Employer's Liability \$100,000/\$500,000/\$1,000,000.
  - b. **COMPREHENSIVE GENERAL LIABILITY** – Including products and completed operations, contractual and personal injury subject to \$1,000,000 Combined Single Limit.
  - c. **STATUTORY AUTOMOBILE LIABILITY** – Owned, Non-Owned and Hired subject to Combined Single Limit \$1,000,000.Said certificate must set forth the amount of coverage, policy number and expiration date with insurance companies acceptable to Buyer. Such policies should have 30 days notice of cancellation. The purchase of such insurance coverage or the furnishing of the aforesaid certificate shall not satisfy the requirements of Seller's liability hereunder or in any way modify Seller's indemnification of buyer.
7. **GOVERNMENT REGULATIONS:** In the performance of work under this order, Seller agrees to comply with all applicable federal, state or local laws, rules, regulations or ordinances.
8. **FAIR LABOR STANDARDS ACT:** Seller agrees in connections with the production of the articles specified herein, to comply with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 therefore. All invoices must carry the following certificate in order to be passed for payment. We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
9. **NOTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY CLAUSE:** It is the policy of Kettering University to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion or national origin. Kettering University requests that its subcontractors, vendors and suppliers take appropriate action with respect to implementation of their own equal employment opportunity policies.