

UNIVERSITY OF THE PACIFIC

TERMS AND CONDITIONS

- CHANGES** No changes in any form of the terms, conditions, or other specifications of this order may be made without Buyer's consent. Any expense incurred by unauthorized deviations will be charged back to the Vendor.
- ASSIGNMENT** Shipments and billings made under any name other than Vendor specified hereon must indicate who shipment is being made through and will be subject to all instructions, terms and conditions of the original order.
- Purchase order number must be noted on all invoices and packing lists.
- CANCELLATION** Buyer reserves the right to cancel this order and return goods all or part for failure to comply with any one or more of these provisions.
- Goods put in transit after shipping dates specified without Buyer's prior consent, at Buyer's discretion may be refused or returned at Vendor's expense including all transportation costs incurred.
- INVOICING** Do not invoice until material is shipped.
Invoice in duplicate
Mail all invoices and statements to:
University of the Pacific
Attention Accounts Payable
3601 Pacific Avenue
Stockton, CA 95211
- Itemize all charges separately and show unit cost for each item. Catalogue or style numbers must be supplemented by proper description of items to permit prompt identification.
- PAYMENT** Payment under this order does not constitute final acceptance of goods or other charges and will be subject to deduction of any valid claim arising from this or any other transaction.
- INSPECTION AND ACCEPTANCE** The goods delivered or services performed are subject to inspection and approval by the Buyer prior to acceptance. All goods not fully up to standard and not in compliance with applicable specifications or warranties may at Pacific's option be rejected and returned at Vendor's expense.
- For services performed that are not to specification payment may be withheld until the Buyer and the Vendor can reach an agreement.

LIABILITY

Vendor warrants that goods furnished under this order will be produced and forwarded in accordance with Federal, State and other laws and regulations.

Vendor agrees to comply with "The Rules and Regulations," Federal Office of Contract Compliance, Department of Labor As amended May 28, 1968 Publication 401 page 205, Chapter 60-1 Section 1.4 paragraph (b) "Equal opportunities clause." During the performance of this contract vendor certifies he does not now discriminate in any manner whatsoever, and will not do so in the future.

Vendor agrees to protect, indemnify, save harmless, and defend Buyer from all liability and expense for loss, damage, or injury to persons or property arising in any manner out of or incident to the performance of this contract.

DEFECTIVE
AND NOT AS

Vendor expressly warrants that all items shipped under this order are free from defects, including latent defects.

SPECIFICED

Defective items or items not specified shall be returned for credit Replacement, repair, or refund as designated by the Buyer at Vendor's expense including all transportation costs incurred.

SUBSTITUTIONS

Unauthorized substitutions will be made entirely at the Vendor's risk, and will be returned without authorization at Vendor's expense including all transportation and other costs incurred.

SHIPPING
ROUTING
PACKING

Goods must be shipped under proper description to take the lowest possible transportation rate, and shall be packed to conform with carrier requirements. Excessive transportation charges resulting from improper description of goods, and/or loss or damage from sub-standard packing will be assumed by Vendor.

Shipment by freight of goods which may be damaged by excessive heat or cold shall be so declared to provide proper protection in transit, otherwise loss will be assumed by Vendor.

Declarations of value made on freight shipments shall cover actual value of content, otherwise Vendor will assume loss in excess of declared valuation.

O.S.H.A. By acceptance of this purchase order through the commencement of work authorized herein, the contractor agrees that the contractor and subcontractors engaged by him for this work shall comply with all the requirements of the Occupational Health and Safety Act, and the regulations prescribed thereunder, and shall comply with the safety requirements of all other relevant authorities having jurisdiction in connection therewith.

FORCE MAJEURE If because of force majeure, either party is unable to carry out any of its obligations under this contract, other than the obligation to pay money due and if such party promptly gives written notice of such force majeure then the obligation shall be suspended to the extent made necessary. The party giving such notice shall use their best efforts to remedy such force majeure as soon as possible.

The term "force majeure" as used herein shall mean any causes beyond control of the party affected, such as an act of God, riots, strikes etc.

Upon the cessation of the force majeure event, that party that had given original notice shall again promptly give notice to the other party of the continuance of their obligations.

(Rev. 7/05)