

# Purchase Order Terms & Conditions

It is the policy of the University of San Francisco that all vendors have a current W-9 Request for Taxpayer Identification Number and Certification form on file. A Purchase Order (P.O.) cannot be issued to a vendor without W-9 form on file.

The P.O. number must appear on all invoices, packing slips, shipping notices and bills of lading. Failure to do so will cause the return of goods and/or invoice at the vendor's expense. Terms are net 30 days after receipt of goods or services. The University of San Francisco does not take financial responsibility for services/goods rendered without a P.O.

Departments at the University may ask for price quotes, but goods or services are not to be rendered by the vendor unless the vendor has received a copy of the P.O., or a P.O. number has been released by the USF Purchasing & Ancillary Services office.

Unless otherwise indicated on the P.O., all tangible items must be delivered to:  
University of San Francisco  
Hayes Healy Receiving  
ATTN: <Purchase Order Number>  
Golden Gate & Tamalpais Ave  
San Francisco, CA 94117-1080

## Contract Formation

Any offers which may have been made from the Seller to the Buyer prior to this order are hereby automatically nullified. This order is an offer by the Buyer and may be revoked or changed at any time before acceptance. No additional terms included by the Seller regarding this order shall be effective unless agreed to in writing by the Buyer. Neither acceptance of the delivery of goods nor payment shall constitute an acceptance by the Buyer of any such additional terms, even if the Seller states that its acceptance is conditioned on the Buyer's assent to such terms. The delivery of goods is the Seller's full acceptance of the terms of the P.O., whether the Seller has consented to the terms in writing or not.

## Terms

As stated on the P.O., the invoice is not payable until the shipment is inspected and accepted by the Buyer. In the event the Buyer makes a payment within the period allowed for the purpose of obtaining any cash discount offered, said payment does not prejudice the right of the Buyer to make a return if the goods are found to be defective or fail inspection; the Buyer is entitled to receive credit or reimbursement from the Seller.



## **Delivery and Performance**

Time is hereby declared to be of the essence; the Seller is aware that failure to deliver the goods or perform the services on time may result in substantial damage to the Buyer. If the Seller should fail to carry out to completion the timely delivery of goods and/or services, or if what is expected from the Seller is compromised for any reason, the Buyer has the option to terminate any part of or the whole order, purchase substitute goods/services elsewhere, and charge the Seller for any loss incurred.

## **Warranties**

All specifications, drawings, and other data submitted by the Buyer, including performance data, are incorporated by reference into this order, and the Seller expressly guarantees that the goods or services will conform to such data. In addition, goods delivered are specifically warranted by the Seller to be merchantable: of good material and workmanship, free from any defect in material, labor, or fabrication, and fit for the particular purposes of the Buyer. All warranties extend to the future performance of the goods.

## **Indemnity**

The Seller shall indemnify the Buyer and its employees and agents from any claims, losses, or damages arising out of any breach by the Seller of the warranty or agreement. The Seller also agrees to indemnify the Buyer, its agents and employees, and students, from any claims, losses or damages based on any actual or alleged unfair competition or infringement of any patent, trademark, copyright or other proprietary rights relating to the goods.

## **Buyer's Remedies**

In the event of a Seller's breach of any warranty or agreement, a Buyer shall have all the rights and remedies provided to buyers by all applicable statutes, or by common law, including, but not limited to, the right to recover consequential or incidental damages.

## **Packaging**

All items shall be packed by Seller in suitable DOT (Department of Transportation) approved containers for protection to permit safe transportation and handling and shipped to secure the lowest transportation costs. Seller shall make no charge for packaging unless provided for on reverse side.

## **Changes**

The Buyer may, at any time, by P.O. amendment issued to the Seller: (a) increase or decrease the quantity of products orders; (b) change the drawings or specifications; (c) issue a suspension of work order; (d) make changes in the delivery schedule. If such changes cause an increase or decrease in the amount of work, or in the cost of performance, an equitable adjustment shall be made in the contract price and/or the delivery schedule, and the P.O. shall be amended in writing accordingly. Any claims for adjustment under this clause not asserted within thirty (30) days from the date of the P.O. amendment shall be waived.



## Termination

USF reserves the right to cancel the order in case of delay. The Buyer may terminate work under this P.O. in whole or in part at any time by notice to the Seller in writing. The Seller will immediately stop work on this P.O., or the terminated portion, and notify its subcontractors to do likewise. Except where termination is caused by a default or delay of the Seller, the Seller shall be entitled to reimbursement for its actual costs up to and including the date of termination in accordance with recognized accounting practices. The Seller shall also be entitled to a reasonable profit on the work done prior to such termination (at the rate not exceeding the rate used in establishing the original purchase price). The total of such claim shall not exceed the value of the P.O.

## Law Governing

This P.O. shall be governed by and construed according to the laws of the State of California.

## General

Any waiver of strict compliance with the terms of the P.O. by the Buyer shall not constitute a waiver of the Buyer's right to insist upon strict compliance by the Seller with the terms of this order.

## Taxes

The Buyer shall not be liable for any Federal, State or Local Taxes unless separately stated and billed.

## Compliance with Laws

The Seller warrants, certifies, and agrees that the goods or services have been or will be manufactured, distributed, shipped, packaged, delivered, and will perform in compliance with all applicable federal, state, and local laws, regulations, standards, and orders, including the Occupational Safety and Health Act of 1970 and all regulations and standards in effect at the time of the sale. The Seller agrees to furnish upon request further certifications of such compliances in a form satisfactory to the Buyer.

## Correspondence/Amendments

All correspondence concerning this order must be directed to University of San Francisco Purchasing & Ancillary Services Office (2130 Fulton Street, San Francisco, CA 94117-1080 or email [purchasing@usfca.edu](mailto:purchasing@usfca.edu)). No alteration, change, addition to or other modification of this P.O. is valid or binding unless it is in writing and signed by an authorized USF representative.

## Assignments

Performance of this P.O. is hereby declared to be particular to the Seller, and no right, duty or obligation arising under this P.O. may be assigned or otherwise transferred by the Seller to an outside party without the written consent of the Buyer.

### **Non-Discrimination Clause**

The Seller's covenants: Not to discriminate against an employee or applicant with respect to race, creed or religion, color, national origin, sex, age, marital status, height, weight, sexual preference, Vietnam veteran or handicap, or other characteristics which cannot lawfully be the basis for an employment decision. The Seller agrees to comply with all applicable federal and state civil rights statutes. Violation of this covenant may be regarded as a material breach of this contract.

### **INSTRUCTIONS**

1. USF is not responsible for materials/services rendered without a P.O. Submit invoices in duplicate on your firm's invoice form. Mail invoices to University of San Francisco, Attn: Accounts Payable, 2130 Fulton Street, San Francisco, CA 94117-1080.
2. P.O. numbers must be plainly shown on invoices, packages or cartons, packing lists and correspondence pertaining to this order. The serial number of equipment must be noted on all invoices, packing slips, and correspondence.
3. Submit a separate invoice for each P.O. promptly upon shipment.
4. All correspondence relating to this order should be addressed to the "Contact" person listed on the front. An address may be obtained by calling the "Contact" person.
5. A packing list must be included with each shipment and showing number of cartons shipped.
6. Deliveries are accepted from 9:00am-Noon and 1:00pm-4:30pm, excluding weekends and holidays. Delivery vehicles must use designated loading/unloading zones. USF cannot accommodate vehicles over 25 feet in length. Special arrangements must be made at least 3 working days in advance of delivery through the Purchasing & Ancillary Services Office at [purchasing@usfca.edu](mailto:purchasing@usfca.edu) or (415) 422-5898. Please notify your carrier.
7. If another firm makes shipment, USF's P.O. number must identify all invoices, packing lists and cartons.
8. No vendor is to accept a telephone or verbal order unless a P.O. number is given.
9. Freight must be prepaid and included on the P.O. unless otherwise agreed to by the Buyer.
10. No goods will be accepted COD except by previous written approval.
11. Please notify the Purchasing & Ancillary Services Office at [purchasing@usfca.edu](mailto:purchasing@usfca.edu) or (415) 422-5898 if your company is certified as a HUB Business, HUBZone Certified, woman-owned or small disadvantaged business.