

Purchase Order

Additional Terms and Conditions

These Purchase Order Additional Terms and Conditions, with the Purchase Order (including any and all appendices and attachments incorporated therein), collectively constitute the entire agreement (“Agreement”) between Bucknell University (“BU”) and Seller related to the items subject to the Purchase Order (“Goods”), and supersede and replace any and all prior discussions and agreements between the Parties regarding the subject matter thereof.

1. **Order of Precedence and Acceptance.** To the extent there is any conflict between these Additional Terms and Conditions and the terms of any separate written agreement entered into by the authorized representatives of BU and Seller specific to the Goods, the terms of the separate written agreement shall govern. An omission of terms does not constitute a conflict. This Purchase Order is not an acceptance by BU of any offer to sell, any quotation, or any proposal. Reference in this Purchase Order to any such offer to sell, quotation, or proposal will not constitute a modification of any of these Additional Terms. Terms and conditions different from or in addition to these Additional Terms, whether contained in any acknowledgment of this Purchase Order, or with delivery of any goods or services under this Purchase Order, or otherwise, will not be binding on BU, whether or not they would materially alter this Purchase Order, and BU hereby rejects them. These Additional Terms may be modified only by a written document signed by duly authorized representatives of BU and Seller.

2. **Changes.** Seller may not make any change to the Goods without the written agreement of an authorized representative of BU. If the price, terms, shipping date, delivery date or any other express condition of the Purchase Order cannot be achieved or met by Seller, Seller must notify BU in writing. Seller may not ship or deliver the Goods without BU accepting the changes, in writing.

3. **Marking.** Seller shall mark each package or shipment clearly with (a) the name and address specified in the Purchase Order block labeled “SHIP TO,” (b) the contents, and (c) the Purchase Order number.

4. **Shipping.** All transportation/shipment charges must be prepaid. BU will accept no collect charges and any redelivery charges will be borne by the Seller.

5. **Deliveries.** Seller agrees to on-time delivery based on the timeline set forth in the Purchase Order. If the Purchase Order does not specify a delivery date or timeline, Seller shall provide the Goods as if time is of the essence. If Seller fails to timely deliver the Goods, BU may, without liability, and in addition to its other rights and remedies, terminate the Purchase Order as to Goods not yet delivered by notice effective when provided to Seller. Deliveries are accepted only between 8:30 a.m. and 3:30 p.m. No deliveries will be accepted on Saturdays, Sundays or holidays.

6. **Acceptance.** Seller’s performance of any delivery/shipment under the Purchase Order constitutes Seller’s acceptance of the terms and conditions of the Agreement, unless modified in a writing signed by authorized representatives of the Parties. As a condition precedent to payment for the Goods by BU, BU must accept those goods (in whole or in part) on the stated delivery date or as otherwise set forth in the Purchase Order. For purposes of these Additional Terms and Conditions,

“Acceptance” means the point at which BU accepts or is deemed to accept the Goods in accordance with the terms set forth in the Purchase Order. The Goods shall be deemed to have been accepted (a) in the absence of written notification of non-acceptance by BU to Seller within a reasonable period of time following delivery, or (b) upon timely delivery of the Goods to the shipping address specified in the Purchase Order and the examination and confirmation by BU that the Goods conform to their applicable specifications. Prior to 2 of 3 Acceptance, title to the Goods remains with Seller and all risks of damage, injury or other loss thereto, or partial or complete destruction thereof, will be borne and assumed by Seller. BU retains the right to reject and shall not be obligated to accept any non-conforming Goods.

7. **Inspection.** Payment for the Goods shall not constitute Acceptance by BU. BU may inspect such Goods and reject any Goods that are, in BU’s sole judgment, non-conforming. Goods rejected may be returned to Seller at Seller’s expense.

8. **Invoicing.** Invoices shall be mailed to Accounts Payable at the address shown on the Purchase Order and must reflect the Purchase Order number.

9. **Discount.** Any discount payment period will be computed from the date BU accepts the Goods or receives a proper invoice, whichever is later.

10. **Tax Exemption.** As a non-profit tax-exempt educational institution, BU is exempt from Pennsylvania Sales and Use Taxes and Federal Excise Taxes. Seller shall not charge BU for such taxes.

11. **Warranties.** The performance of the Agreement is subject to standard commercial warranties, unless otherwise agreed to by authorized representatives of the Parties in writing. Seller warrants that the Goods (a) are of merchantable quality and free from defects in material or workmanship; (b) shall conform to all specifications or other descriptions furnished to and approved by the Parties; (c) comply with all applicable laws; (d) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by an authorized representative of BU; and (e) are not restricted in BU’s use of them in any way by any patents, copyrights, trademarks or other protections belonging to a third party. Seller further warrants that BU shall have good and marketable title to all Goods, free of all liens and encumbrances and other restrictions, and that no licenses are required for BU to use such Goods.

12. **Indemnification.** To the fullest extent permitted by law, Seller agrees to indemnify, defend and hold harmless BU, including its trustees, employees and agents, from and against any liabilities, claims, losses, demands, suits, damages and expenses of any kind (including, but not limited to, attorneys’ fees and costs) relating to or in any way arising from Seller’s negligence or breach of the Agreement.

13. **Insurance.** At all times subject to the Agreement, Seller shall maintain adequate insurance in any and all forms necessary to protect both Seller and BU against all liabilities, claims, losses, demands, suits, damages and expenses of any kind (including, but not limited to, attorneys’ fees and costs) arising out of or resulting from the Goods or this Agreement.

14. **Use of Name.** Seller may not use the name or marks of BU in any advertising, promotional materials or publication of any kind without the express prior written approval of an authorized representative of BU. 3 of 3

15. **Survival.** The provisions set forth herein which by their explicit terms or manifest intent are to survive shall survive termination, cancellation or expiration of the Agreement.

16. **Non-Waiver.** BU's non-enforcement of any right or remedy herein or available under the law shall not be construed as a waiver of such right or remedy, or any other right or remedy available to BU.

17. **Severability.** In the event any court of competent jurisdiction deems any part of this Agreement invalid, the remainder shall remain in full force and effect unless materially impacted by provision deemed invalid.

18. **Assignment.** Seller may not assign this Agreement without the prior written consent of an authorized representative of BU. The Agreement is binding on Seller's successors and assigns.

19. **Jurisdiction and Governing Law.** Any disputes arising under or related to the Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws, and shall be brought solely in the federal or state courts within the geographic limits of the United States District Court for the Middle District of Pennsylvania.

20. **Independent Contractors.** The relationship between the Parties is that of independent contractors.

21. **Equal Opportunity.** BU is an equal opportunity employer.