

Purchase Order

Terms and Conditions

1. **Parties.** The term “Supplier” or “Seller” refers to the addressee set forth on the face of Bucknell University's purchase order, and the term “Buyer” or “Bucknell” refers to Bucknell University.

2. **General.** The purchase order, these terms and conditions, and any continuation pages attached thereto, shall together constitute Bucknell’s offer to Seller, and shall become a binding contract on the terms and conditions set forth herein, on the earlier of: Seller's written acceptance thereof or commencement of performance by Seller or Supplier in accordance with the purchase order (“Purchase Order”).

3. **Order of Precedence.** To the extent there is any conflict between another agreement between the parties related to the Purchase Order and the terms and conditions set forth herein, these Terms and Conditions shall govern.

4. **Changes.** Seller may not make any change to the Goods without the written agreement of an authorized representative of Bucknell. 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 Bucknell in writing. Seller may not ship or deliver the Goods without Bucknell accepting the changes, in writing.

5. **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.

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

7. **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, Bucknell 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.

8. **Acceptance.** Seller’s performance of any delivery/shipment under the Purchase Order constitutes Seller’s acceptance of these terms and conditions, unless modified in a writing signed by authorized representatives of the Parties. As a condition precedent to payment for the Goods by Bucknell, Bucknell 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 Terms and Conditions, “Acceptance” means the point at which Bucknell 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 Bucknell 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 Bucknell that the Goods conform to their applicable specifications. Prior to 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. Bucknell retains the right to reject and shall not be obligated to accept any non-conforming Goods.

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

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

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

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

13. **Warranties.** The performance of the Purchase Order 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 Bucknell; and (e) are not restricted in Bucknell's use of them in any way by any patents, copyrights, trademarks or other protections belonging to a third party. Seller further warrants that Bucknell 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 Bucknell to use such Goods.

14. **Indemnification.** To the fullest extent permitted by law, Seller agrees to indemnify, defend and hold harmless Bucknell, 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 Purchase Order.

15. **Insurance.** At all times subject to the Purchase Order, Seller shall maintain adequate insurance in any and all forms necessary to protect both Seller and Bucknell 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 Purchase Order.

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

17. **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 Purchase Order.

18. **Non-Waiver.** Bucknell'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 Bucknell.

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

20. **Assignment.** Seller may not assign this Purchase Order without the prior written consent of an authorized representative of Bucknell. The Purchase Order is binding on Seller's successors and assigns.

21. **Jurisdiction and Governing Law.** Any disputes arising under or related to the Purchase Order 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.

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

23. **Equal Opportunity.** Bucknell is an equal opportunity employer.