

TULANE UNIVERSITY

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE: Advise that delivery as stated on face of order will be accomplished or state definitely best possible delivery which, unless otherwise notified, will be accepted by Tulane.

ORDERS: Tulane will not in any manner be responsible for goods delivered or work done for its account without a written order. If you cannot fill order as directed, return for advice. Quantities in excess of this order will be returned to seller or held subject to prompt instructions from seller as to disposition, all at seller's risk and expense, including transportation and handling costs. No allowance for boxing or crating is permitted.

PRICES: Unless specified above DO NOT FILL this order at price higher than last charged or quoted without first advising Tulane and receiving consent to do so.

TRANSPORTATION: All charges must be delivered to department specified. Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. Include prepaid charges on invoice for merchandise when sold F.O.B. point of origin, and shipped prepaid, as instructed on our order, and attach to the respective invoices the original freight bill. Furnish signed Bill of Lading or Express Receipt showing rate for material purchased shipping point basis.

DELIVERY: Tulane reserves the right to cancel this order if not filled within the time specified.

INSPECTION: By accepting this order you hereby guarantee and agree that the merchandise to be furnished hereunder will be in full conformity with the specification, drawing, or sample and agree that this warranty shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

TERMS: Unless otherwise agreed, our regular terms are net 30.

INVOICES: It is imperative that INVOICES BE MAILED UNDER SEPARATE COVER ON THE SAME DAY THAT SHIPMENTS ARE MADE WHETHER PARTIAL OR COMPLETE DELIVERY. (Except in case of daily services representing small amounts.) No other bills or monthly statements are required. The PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading, packages and correspondence. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN REJECTION OF SHIPMENT AT SELLER'S EXPENSE OR DELAY IN PAYMENT.

REJECTS: All rejected goods will be returned to seller or held subject to prompt instructions from seller as to disposition, all at seller's risk and expense, including transportation and handling costs.

PATENTS: By accepting this order you hereby guarantee and agree that the merchandise to be furnished hereunder will not infringe any valid patent or trademark, and that you will at your own expense defend any and all actions or suits charging such infringement and will save Tulane and its employees and agents harmless in case of any such infringement.

LOUISIANA CONTRACT: It is agreed by the parties hereto that this order, and the acceptance thereof shall be deemed a contract made in Louisiana and governed by the laws of the State of Louisiana.

Service providers shall comply with the following:

All applicable provisions of OMB Circular A-110 contained in section 48 and Appendix A are hereby incorporated by reference in this document as though fully set forth herein.

Service provider is an independent contractor and not an agent, employee or servant of Tulane. Service provider shall pay all contributions, taxes and assessments on payrolls or other charges under all applicable federal, state and local laws, including withholding from wages of its employees when required, and shall comply with all federal, state and local laws and regulations regarding compensation, hours of work, workplace safety or other conditions of employment.

Service provider shall comply with Tulane's Harassment Policy. Harassment on the basis of sex is not permitted. It constitutes a violation of federal law. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive academic or work environment. Service provider agrees to advise its employees and subcontractors of this policy. Any employee, agent or representative of service provider who violates the Harassment Policy shall, at the request of Tulane, be removed from any work on a Tulane project.

Service provider shall, at its own expense, obtain and maintain adequate and appropriate worker's compensation and employers liability insurance, commercial general liability insurance, and automobile liability insurance coverages during all periods in which it is performing services for Tulane, written by companies licensed to do business in Louisiana, which policies shall be endorsed to add Tulane as an additional insured, except for the worker's compensation policy on which Tulane is to be named as alternate employer, and waiving subrogation against Tulane.

Service provider shall protect, defend, indemnify and hold Tulane, and each of its agents and employees, harmless from and against any and all claims and liabilities based upon any allegation or contention that any employee or agent of service provider is an employee, servant or agent of Tulane, or arising out of or relating to the work, services, actions, negligence or omissions of service provider.