

VALDOSTA STATE UNIVERSITY
STANDARD PURCHASE ORDER TERMS AND CONDITIONS

These Standard Purchase Order Terms & Conditions, as set forth herein, are applicable to Purchase Orders issued by Valdosta State University. In the absence of conflicting Contract and/or RFX terms and conditions, these terms and conditions shall govern the delivery or performance of goods and/or services purchased or acquired pursuant to this Order. By accepting this Order or by delivering or performing the goods and/or services purchased or acquired under this Order, the Contractor indicates its acceptance of these Standard Purchase Order Terms & Conditions.

A. DEFINITIONS

Definitions. The following words shall be defined as set forth below:

- (i) **“And/or”** is interpreted in its most inclusive sense and means *x* or *y* or both, as applicable.
- (ii) **“Contract”** means an established Statewide Contract, State Entity Contract, Contract attached to or included with an RFX, or a Valdosta State University Service Agreement used to purchase or acquire the goods and/or services that are subject to this Order.

and conditions of the purchase order. Invoices shall be delivered to the location specifically identified as the "Bill To" address on the Purchase Order document. Invoices shall contain the following information:

- (i) Vendor's name, address, tax I.D. number,
- (ii) Vendor's assigned invoice number,
- (iii) The date the Invoice was produced,
- (iv) Valdosta State University's Purchase Order number,
- (v) Valdosta State University's address and zip code,
- (vi) Individually for each good and/or service invoiced: the line number (as identified on the Purchase Order), item description, quantity, unit of issue, unit price, and total,
- (vii) A total of all line items invoiced,
- (viii) An itemization of any items back ordered,
- (ix) And, as applicable, any discount for prompt payment offered.

3. ~~Payment on the Discounts/State Procurement 20-007 (S) 12-81 (S) 2-201 (C) 5-11-60 (D) 9-15-2014~~ ~~paper copies 2 (up of 1) 0-12-51~~ ~~of~~

- (iv) The Contractor becomes subject to bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business, or VSU reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Order;
- (vi) The Contractor

(iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such infringement claim is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of Valdosta State University as to the goods and/or services;
- (ii) Use of the goods and/or services in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the goods and/or services in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which Valdosta State University or any affiliate or subsidiary of VSU has any direct interest by license or otherwise.

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