

**Gonzaga University**  
**Purchase Order Terms and Conditions**

1. It is the policy of Gonzaga University that all vendors have a current W-9 Request for Taxpayer Identification Number and Certificate form on file. A Purchase Order (P.O.) cannot be issued to a vendor without a W-9 form on file.
2. Gonzaga University's payment terms are Net 30 days after receipt of goods or services
3. The Purchase Order 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. Gonzaga University does not take financial responsibility for services/goods rendered without a Purchase Order.
4. 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 Purchase Order, or a Purchase Order number.

**5. 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.

**6. Terms**

No invoice is 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. If items are rejected they will be held subject to the vendor's risk and expense incurred for their return as approved by the Purchasing Office.

**7. 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. No alterations in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order proposed by the Seller will be effective without prior written consent of the Purchasing Office.

**8. 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.

**9. Termination**

Gonzaga University 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.

**10. 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.

**11. 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.

**12. 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.

**13. Law Governing**

This Purchase Order shall be governed by and construed according to the laws of the State of Washington.

**14. 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.

**15. 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.

**16. 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 compliance s in form satisfactory to the Buyer.

**17. Non-Discrimination Clause**

The Seller's covenants: Not to discriminate against an employee or applicant with respect to race, color, religion, national origin, sex, marital status, sexual orientation, gender identity, age, disability, veteran status, 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.

**18. Executive Order 11246 – Affirmative Action for Minorities and Women**

During the performance of this contract, the Contractor agrees to comply with any applicable requirements of Executive Order 11246 (as amended by EO 11375, 12486, et al) and its implementing regulations at 41 CFR 60-1, 2, 3 and 4, prohibiting discrimination based on race, gender, ethnicity, national origin or religion and requiring affirmative action and EEO reporting to promote equal opportunity. The relevant sections required by 41 CFR 60-1.4 are hereby incorporated by reference

**19. Affirmative Action for Vietnam Era & Other Veterans**

Applicable to all nonexempt contracts and purchase orders of at least \$100,000 a year.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

**20. Affirmative Action for Persons With Disabilities**

Applicable to all non-exempt contracts and purchase orders of at least \$10,000 a year.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**21. Shipping /Delivery Instructions**

Unless otherwise specified, please ship and deliver all tangible goods prepaid via lowest cost common carrier FOB Destination to:

Gonzaga University  
502 E Boone Ave  
Spokane, WA 99258

**22. Correspondence/Amendments**

All correspondence concerning this order must be directed to:

Gonzaga University  
Purchasing Department,  
502 E Boone Ave  
AD Box 81  
Spokane, WA 99258-0081

Or contact the Purchasing Department directly at 509.313.5624

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 Gonzaga University representative.

**23. Billing Address**

All invoices should be mailed to:

Gonzaga University  
Accounts Payable  
PO Box 3464  
Spokane, WA 9922