

INSTRUCTIONS TO VENDORS: **QUESTIONS RELATED TO THIS ORDER MUST BE REFERRED TO THE DELAWARE STATE UNIVERSITY PURCHASING DEPARTMENT.**

TERMS AND CONDITIOINS

This purchase order is an offer to purchase the goods and services listed on the face hereof at the prices set forth and on the terms specified. Shipment, billing or any other acknowledgement of any part of this order is an acceptance by Seller of the entire offer and all of its terms and conditions. Notice is hereby given that acceptance is expressly limited to the terms and conditions of this offer and no terms or conditions inconsistent with those in this offer will be agreed to without prior written approval.

1. **PRICES** All prices unless otherwise specified are delivered with transportation charges prepaid if vendor bids F.O.B. Destination and freight charges are placed against the University either by collect or prepaid charges, added to invoices, such an amount will be deducted from invoice and vendor notified of such action in order that he may promptly adjust our account on his records. Prices must be exclusive of all Federal Taxes (Federal Tax Exempt No. 51—70000-7K).
2. **INVOICES** All invoices must be submitted in duplicate, showing individually itemized charges as required by the purchase order for materials, parts or labor, to the Accounts Payable Section, Delaware State University, Dover, Delaware 19901-2275. Delaware regulations require that all payments be identified by the vendor's Federal Employers Identification number or Social Security number. To avoid delay in payments one of these numbers MUST BE INDICATED on the invoice.
3. **TERMS** If payment is not made within your terms write to: Director of Purchasing., Delaware State University, Dover, Delaware, 19901-2275. The University will not pay LATE or FINANCE CHARGES.
4. **WARRANTY** Seller expressly warrants that the products or services to be delivered or performed hereunder will comply with the descriptions set forth or incorporated by reference herein, will be free of defects in workmanship or material, will be fit for such purposes as are expressed in, or reasonably inferable from, the specifications, drawings, or other descriptions which are a part of this order.
5. **COMPLIANCE WITH LAWS** Seller's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable executive orders, Federal, state, municipal and local laws and ordinances, and rules, orders, requirements, and regulations thereunder. Such Federal law shall include, but not be limited to, the Fair Labor Standards Act of 1938 as amended.
6. **DELIVERY** All deliveries must be shipped to address as indicated on front of purchase order. Buyer may reject delivery and/or cancel this order or any or all installment deliveries under it upon failure to ship the order or any installment of it within the time or times specified, or to ship the quantity or quality ordered. Vendor must notify university Purchasing office immediately of any item not available for prompt shipment.
7. **GENERAL** This order shall be governed by, and construed according to, the laws of the State of Delaware. Unless the contrary is specifically stated, all rights and remedies provided herein shall be in addition to, and not in place of, those provided by applicable law. The titles of the articles set forth above are for convenience only and shall not be applied to limit or restrict the meanings of the same.
8. **CERTIFICATE OF COMPLIANCE** Vendor must complete and submit a statement of compliance with final billing as follows:
9. **AFFIRMATIVE ACTION** Delaware State University is an affirmative action employer in accordance with executive order 11246. As such, contractors and subcontractors may be subject to federal affirmative action obligations. These obligations include the development and maintenance of a written affirmative action plan in accordance with the order. To learn more about these obligations, you are encouraged to check the Department of Labor's web site.

I hereby certify that to the best of my knowledge and belief, all goods/services rendered for which this invoice is made and the prices being charged are in accordance with the terms of the contract/purchase order and that all requirements as to quantities and quality have been met or exceeded.

Signature

Date