

University of Nebraska Terms of Purchase

This order may be accepted only upon the terms and conditions set forth herein. When so accepted, this order contains the complete and final agreement between the buyer and seller respecting the goods and services specified. Any additional or different terms proposed by the seller are hereby objected to and any acceptance containing additional or different terms is hereby rejected.

It is understood that time is of the essence under this agreement. Buyer may, by written notice, terminate this order in whole or in part if seller fails to make delivery of the goods within the time specified herein, or any extension thereof by written amendment to this agreement. Seller shall make no partial deliveries hereunder unless buyer shall consent thereto.

All shipments are to be made F.O.B. destination, freight prepaid, to receiving point at the designated University of Nebraska campus unless otherwise indicated on the order.

All goods purchased hereunder shall be subject to inspection by the buyer to the extent practicable at all times and places, including the period of manufacturer. Notwithstanding any prior inspection or payments hereunder, items shall also be subject to final inspection prior to acceptance within a reasonable time after delivery. No inspection or test made prior to acceptance shall relieve the seller from responsibility for defects or other failure to meet the requirements of this order.

The Contractor shall cause each of its employees or any person acting on behalf of the Contractor, while providing goods/services to the University under this Agreement, to carry identification, with photo, showing that the individual is an employee or person acting on behalf of the Contractor. A badge worn outside of clothing is appropriate for this purpose. Such identification shall be produced upon request of any University representative, in order to confirm that the Contractor's representative is authorized to be present on University property and/or performing as authorized by the Agreement. Whereas campus security is of utmost importance, failure of any Contractor representative to produce the requisite identification upon request, shall be a material breach of the Agreement and shall be cause, at the discretion of the University, for immediate termination of the Agreement. For those who commonly wear a work uniform, such uniform shall be worn while providing the services related to this Agreement in order that the University may quickly and clearly identify Contractor's service representatives when necessary. A uniform, however, does not take the place of a photo identification badge.

Seller warrants that all items delivered hereunder shall be free from defects in workmanship, material and manufacture, shall comply with the requirements of this agreement, including any drawings or specifications incorporated herein or samples furnished by the seller, and shall be free from defects in design. Seller further warrants that all items purchased hereunder shall be merchantable quality and shall be fit and suitable for the purposes intended. The foregoing warranties are conditions to this agreement and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, or payment by the buyer. All warranties shall run to the buyer. If any warranties specified herein or otherwise applicable are breached by the seller, buyer may at its election, (1) require the seller to correct at seller's sole expense any defect or nonconformance by repair or replacement, or (2) return any defective or nonconforming goods to the seller at the seller's expense and recover from the seller the price thereof. The foregoing remedies are in addition to all other remedies at law or as contained in this agreement and shall not be deemed to be exclusive.

The failure of the buyer to enforce at any time any of the provisions of this agreement shall in no way be construed a waiver of such provision nor in any way affect the right of the buyer thereafter to enforce each and every provision of this agreement.

Buyer may, by written notice, terminate this order in whole or in part if the seller fails to perform any of the provisions of this order or so fails to make progress as to endanger performance in accordance with its terms. In the event of termination pursuant to this clause, buyer may procure, upon such terms and in such manner as buyer may deem appropriate, supplies and services similar or substantially similar to those so terminated; and the seller shall be liable to buyer for any excess costs occasioned buyer thereby, provided that the seller shall continue the performance of this order to the extent not terminated.

The rights and remedies of the buyer under this clause shall not be exclusive and are in addition to any other rights or remedies provided by law or this agreement.

If litigation arises out of or under this agreement, the seller agrees to submit to the jurisdiction of the State of Nebraska and agrees that the Laws of Nebraska will control this agreement.

The manufacturer guarantees that the design of equipment being purchased conforms to NFPA, UL, ANSI, OSHA, and any other existing safety standards in effect at the time of shipment.

The seller agrees to comply with LB352, Nebraska Technology Access Standards to ensure that the needs of Nebraskans with disabilities are met through reasonable accommodation of the information technology products and services of the state.

During the performance of furnishing goods or services as stipulated in this purchase order, the seller agrees that the concern represented will comply with the provisions of Executive Order 11246 as amended, and all rules, regulations, and relevant orders of the Secretary of Labor, and will incorporate by reference in each contract and in each order which is within the scope of the regulations within the clause relating to Equal Opportunity contained in 41 CFR Sec. 60 – 1.4, the clause relating to Employment of the Handicapped contained in 41 CFR 60 – 741.4, and the clause relating to Vietnam Era Veterans, Readjustment Assistance, 41 CFR Part 50 – 250.3. The concern further agrees to comply with all existing federal, state, and city legislation prohibiting discrimination in all phases of its performances and agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

“Nebraska State Treasury warrants without exchange must be accepted in payment of all claims against the University.”