1. ACCEPTANCE - This purchase order constitutes an offer by University to Vendor upon the terms and conditions stated herein and in the body of the order and shall become a binding contract upon acceptance thereof either by acceptance in writing or commencement of performance pursuant to this purchase order. No revisions to this order shall be valid unless in writing and signed by an authorized representative of University; and no condition stated by Vendor in the written acceptance of the purchase order shall be binding upon University unless expressly accepted in writing by University. University accepts liability only for purchases of goods and services made through the Purchasing Department and evidenced by a purchase order.

2. CHANGES - The University may from time to time, by written instructions issued to the Vendor by an authorized representative of the University’s Purchasing Department modify, supplement, or otherwise change the terms and conditions of the purchase order, at the University’s sole discretion and expense, and without liability to the Vendor. The University’s written instructions shall be final in all respects. The Vendor shall not assign this purchase order without prior written consent of University unless otherwise noted, the University’s standard payment terms will be Net 30 Days effective March 1, 2017. If you would be willing to accept a reduced fee in order to receive faster payment, please notify the Purchasing Services Office of your proposed terms in writing, via e-mail (procurement@bsu.edu), or by fax at (765) 285-1947, or mailed to: Ball State University Office of Accounts Payable, Administration Building 301, Muncie, Indiana 47306-0720. Separate invoices shall be sent for each purchase order. Each invoice shall be itemized and show complete purchase order number.

4. INVOICES - Each invoice shall be itemized and show complete purchase order number.

5. PAYMENT TERMS - Unless otherwise noted, the University’s standard payment terms will be Net 30 Days effective March 1, 2017. If you would be willing to accept a reduced fee in order to receive faster payment, please notify the Purchasing Services Office of your proposed terms in writing, via e-mail (procurement@bsu.edu), or by fax at (765) 285-5505. Cash discount period will commence from the date of receipt of invoice. Ball State University requires that goods be received prior to payment.

6. RISK OF LOSS - Vendor shall be responsible for loss of goods purchased hereunder until such goods are all delivered to the address designated on the reverse side hereof, unloaded, inspected, and receipt acknowledged by an authorized representative of University; and no condition stated by Vendor in the written acceptance of the purchase order shall be binding upon University unless expressly accepted in writing by University. University accepts liability only for purchases of goods and services made through the Purchasing Department and evidenced by a purchase order.

10. TERMINATION
10.1 Termination Without Cause - University may terminate this Agreement by giving the other party sixty (60) days written or FAX notice of termination. Upon notice of such termination, Seller shall immediately stop all work and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease their work on the Purchase Order.

10.2 Termination For Cause - The University may cancel this Order in whole or in part at any time for cause for breach by written or FAX notice to the Vendor. Unless the Vendor, within ten (10) working days of the receipt of the notice, has corrected or has taken reasonable steps toward correcting the breach, the University may terminate this Purchase Order in whole or in part by giving ten (10) working days written or FAX notice to the Vendor of its intention to terminate this Agreement. The University may terminate this purchase order for breach, as determined by the University, of any material terms or provisions, including but not limited to: (a) failure of the Vendor to comply with any term or condition of this purchase order including but not limited to delivery terms, insufficient insurance coverage or service unsatisfactory to the University; or (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or (c) files a voluntary petition in bankruptcy; or (d) has had against it an involuntary petition in bankruptcy which remains in effect (i.e., 30 days), or (e) voluntarily ceases trading; or (f) there is any substantial change in ownership or proprietorship of the Vendor which, in the opinion of the University, is not in its best interest; or (g) assigns any of its rights or obligations under the purchase order to a third party without the University’s advance written consent; or (h) experiences any cessation or diminution of service including but not limited to failure to maintain adequate personnel whether arising from labor disputes or otherwise.

11. NONDISCRIMINATION - The Vendor, or its subcontractor(s), if any, shall not discriminate against any qualified employee or applicant for employment in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, national origin or ancestry, disability or status as a disabled or Vietnam era veteran or any other basis prohibited by applicable law. The Vendor, or its subcontractor(s), if any, agrees to comply with all the provisions contained in Executive Orders No. 11246 and No. 11375, the Equal Employment Opportunity Clause requiring nondiscrimination in employment, Section 41 CFR 60-1.4, and Section 41 CFR 60-250.22, the Equal Employment Opportunity Guidelines and the nondiscrimination mandates of the Indiana Civil Rights Law as presently codified at Ind. Code § 22-9-1-1 et seq. As used therein the word "contractor" shall be deemed to mean "Vendor," and the word "contract" shall refer to this Agreement. In addition, the University shall cause the Equal Opportunity Clauses references above to be included in their subcontracts or purchase orders hereunder unless exempted by rules, regulations and orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Orders 11246 and No. 11375 as amended.

12. INSURANCE & WORKERS’ COMPENSATION - Vendor shall provide workers’ compensation coverage for all employees engaged in the work required by the appropriate state laws. Public liability insurance shall be carried in the amount of not less than one million dollars ($1,000,000) for injuries, including accidental death, occurring in any one accident. Property damage insurance shall be carried in the amount of not less than one million dollars ($1,000,000). Vendor shall furnish the University with a certificate of insurance evidencing requirements at least seven (7) days prior to the commencement of the work. Ten (10) days notice in writing shall be given to the Owner of cancellation or material changes in the coverage required by this paragraph. If the Vendor in connection with this contract uses subcontractors/sub-vendors, such subcontractors/sub-vendors shall be subject to the same requirements as the Vendor. It is the Vendor’s responsibility to maintain compliance of subcontractor/sub-vendors. Ball State University is to be named as additionally insured.

13. COMPLIANCE WITH GOVERNMENT STATUTES AND REGULATIONS - The Vendor warrants and certifies that in the performance of this contract it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings, if any, and that the goods or services delivered hereunder shall be produced or performed in compliance with the Fair Labor Standards Act.

18. INSURANCE - The Vendor agrees not to make reference to the University in any advertising material of any kind without the express written permission of the University.

19. VENDOR STATEMENTS ON BEHALF OF UNIVERSITY - Pursuant to University policy, a University vendor is prohibited from making a public statement in that vendor’s official capacity on behalf of the University of the following statement: (1) relates to the business or operations of the University or to a University-sponsored event; or (2) has been approved by the Board of Trustees of Ball State University.

BALL STATE UNIVERSITY PRACTICES EQUAL OPPORTUNITY IN EDUCATION AND EMPLOYMENT