



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

1. All vendors must have a current W-9 Request for Taxpayer Identification Number and Certificate form, and a Vendor Profile Form on file. A Purchase Order (“P.O.”) will not be issued to a vendor without a W-9 and a VPF form on file.
2. Gonzaga University’s payment terms are Net 30 days from date of invoice after receipt of goods or services
3. The P.O. number must appear on all invoices, packing slips, shipping notices and bills of lading. Failure to do so may cause the return of goods and/or invoice at the vendor’s expense. Gonzaga University (“Gonzaga University”) or (“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 Seller unless the Seller has received a copy of the P.O., or a P.O. number.

### **5. Contract Formation**

Any offers which may have been made from the Seller to the University prior to this P.O. hereby automatically nullified. This P.O. is an offer by the University and may be revoked or changed at any time before acceptance by the University. No additional terms included by the vendor regarding this P.O. shall be effective unless agreed to in writing.

### **6. Terms**

No invoice is payable until the shipment is inspected and accepted by the University. In the event the University 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 University to make a return if the goods are found to be defective or fail inspection; the University is entitled to receive credit or reimbursement from the vendor. If items are rejected they will be held subject to the vendor’s risk and expense incurred for their return as approved by the University Purchasing office.

### **7. Changes**

The University may, at any time, by P.O. amendment issued to the vendor: (a) increase the quantity of products orders; (b) change the drawings or specifications; (c) issue a suspension of work order; and/or (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 vendor will be effective without prior written consent.

#### **8. Delivery and Performance**

Time is hereby declared to be of the essence; the vendor is aware that failure to deliver the goods or perform the services on time may result in substantial damage to the University. If the vendor should fail to carry out to completion the timely delivery of goods and/or services, or if what is expected from the vendor is compromised for any reason, the University has the option to terminate any part of or the whole order, purchase substitute goods/services elsewhere, and charge the vendor for any loss incurred.

#### **9. Termination**

- A. Gonzaga University reserves the right to cancel the P.O. in case of delay or breach of any of the terms and conditions by vendor. In the event of any breach of these terms and conditions, the vendor shall be liable for any damages suffered by Gonzaga University as a result of the breach.
- B. The University may terminate work under this P.O. in whole or in part at any time by notice to the vendor verbally, in writing, or by email communication. The vendor 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 vendor, the vendor shall be entitled to reimbursement for its actual costs up to and including the date of termination in accordance with recognized accounting practices. The vendor 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 with the P.O., including performance data, are incorporated by reference into P.O., and the vendor expressly guarantees that the goods or services will conform to such data. In addition, goods delivered are specifically warranted by the vendor 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 University. All warranties extend to the future performance of the goods.

#### **11. Indemnity**

The vendor shall indemnify the University and its employees and agents from any claims, losses, or damages arising out of any breach by the vendor of the warranty or agreement. The vendor also agrees to indemnify the University, 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. University's Remedies**

In the event of a vendor's breach of any warranty or agreement, University shall have all the rights and remedies provided by all applicable statutes, or by common law, including, but not limited to, the right to recover consequential or incidental damages.

## **13. Governing Law**

This P.O. shall be governed by and construed according to the laws of the State of Washington. Any dispute or claim, whether in contract or tort, arising out of or in connection with this P.O. will be submitted exclusively to the United States District Court for the Eastern District of Washington (Spokane Division) (or, if such District Court does not have jurisdiction, then to the Superior Court of Spokane County, Washington, or, if neither of such courts will have jurisdiction, then to any other court sitting in Spokane County, Washington, having subject matter jurisdiction). The vendor consents to the exclusive jurisdiction of such court and to the service of process outside the State of Washington pursuant to the requirements of such court in any matter submitted to it.

## **14. General**

Any waiver of strict compliance with the terms of the P.O. by the University shall not constitute a waiver of the University's right to insist upon strict compliance by the vendor with the terms of this order.

## **15. Assignments**

Performance of this P.O. is hereby declared to be particular to the vendor, and no right, duty or obligation arising under this P.O. may be assigned or otherwise transferred by the vendor to an outside party without the written consent of the University.

## **16. Compliance with Laws**

The vendor 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 vendor agrees to furnish upon request further certifications of such compliance in form satisfactory to the University.

## **17. Non-Discrimination**

The vendor'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 vendor agrees to comply with all applicable federal and state rules, regulations, and laws governing equal employment opportunity and nondiscrimination. Violation of this covenant shall be regarded as a material breach of this contract.

**18. Code of Federal Regulations**

Applicable to all federal funding expenditures. The vendor and its subcontractor(s) shall abide by the requirements of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (“Uniform Guidance”). This regulation is the procurement standards for receiving and using federal awards.

**19. Shipping /Delivery Instructions**

Unless otherwise specified, please ship and deliver all tangible goods prepaid via lowest cost common carrier FOB Destination to the “ship to” address identified on the order.

**20. 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 at [purchasing@gonzaga.edu](mailto:purchasing@gonzaga.edu)  
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.

**21. Billing Address**

All invoices should be emailed to:  
[gonzagainvoicecapture@conkursolutions.com](mailto:gonzagainvoicecapture@conkursolutions.com)

**22. Conformity to Law**

In the event any of these terms and conditions violate any state or federal law or regulation, the affected term or condition shall be considered modified to conform to meet the requirements of the law or regulation and all other terms and conditions shall remain in full effect.

**23. Taxes**

Unless otherwise indicated, Gonzaga University agrees to pay all State of Washington sales or use tax resulting from the Seller’s sale of the goods to Gonzaga University under a P.O. Vendor shall not make any charge for federal excise taxes or pass through any fee or taxes for Sellers own tax obligations.

**24. Acceptance**

This order expressly limits acceptance to the terms and conditions state herein. All additional or different terms proposed by vendor are objected to and hereby rejected, unless otherwise provided in writing by Gonzaga University.