

TERMS AND CONDITIONS OF PURCHASE ORDER

The following terms and conditions are hereby made a part of this Purchase Order unless otherwise specified on the face of this order:

1. ACCEPTANCE OF TERMS: (a) The goods and services shall be furnished by the Vendor subject to and in accordance with this order. Vendor's acceptance of this order shall constitute agreement to be bound by and to comply with all the terms and conditions set forth herein. Written acceptance or shipment of all or any portion of the goods or the performance of all or any portion of the services covered by this order by the Vendor shall constitute unqualified acceptance of all its terms and conditions.

(b) Any additional or different terms and conditions which may appear in any communication from the Vendor are hereby rejected and shall not be effective or binding unless specifically agreed to in writing by the University. No such additional or different terms or conditions shall become part of the order despite the University's receipt thereof unless the University specifically agrees in writing to their inclusion.

2. SHIPPING INSTRUCTIONS: (a) Shipments will be prepaid via cheapest common carrier, F.O.B. destination, unless otherwise stated in this order. The University does not accept C.O.D. shipments.

(b) The University Purchase Order number MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Memorandum of contents shall be enclosed in each box or package. Shipping charges, if allowed, must be supported by copies of bills attached to invoices.

(c) All shipments of hazardous material must be accompanied by Material Safety Data Sheets. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials. The contractor shall comply with applicable federal, state, and local laws, code ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material and are required to comply with the provisions of 8 AAC 15.0101(g).

3. TIME OF DELIVERY: Time of delivery is of the essence of this order and the order is subject to cancellation or termination for failure to deliver on time.

4. VARIATION IN QUANTITY: No variation in quantity will be accepted unless specifically authorized elsewhere in this order.