

SAINT MARY'S COLLEGE
NOTRE DAME, INDIANA
PRODUCT STANDARD TERMS AND CONDITIONS

NOTE: THESE TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS ISSUED BY SAINT MARY'S COLLEGE, AND THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE THERETO IN SAID PURCHASE ORDER, AND THE SUPPLIER AGREES TO ALL TERMS AND PROVISIONS SET FORTH HEREIN AS PART OF THE CONTRACT BETWEEN SUPPLIER AND SAINT MARY'S COLLEGE. Hereafter the term "order" shall mean the Purchase Order issued in connection herewith, likewise the term "College" means Saint Mary's College.

BILLING AND SHIPPING

- A. All material shall be suitably packed, marked, and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost.
- B. Unless specified herein, Seller shall properly mark each package with Buyer's order number and where multiple packages comprise a single shipment each package shall also be consecutively numbered. Order number and package numbers shall be shown on packing slips, bills of lading and invoices.
- C. Packing slips must accompany each shipment.
- D. Original bill of lading, or other shipping receipt, for each shipment shall be promptly forwarded by Seller in accordance with instructions issued by the Buyer.
- E. Seller agrees to describe material on bill of lading or other shipping receipt and to route shipment in accordance with instructions on the Purchase Order.
- F. E-mail invoices promptly to:
Saint Mary's College, Accounts Payable at acctspayable@saintmarys.edu,
Phone: 574-284-4729 or mail to:
Saint Mary's College
Accounts Payable – Finance Office
302 Bertrand Hall
Notre Dame, IN 46556
All invoices require the purchase order number.
- G. Itemized monthly statement or invoices must be forwarded to paying address 7 days prior to payment date. Delay in receiving statement will be considered just cause for withholding settlement without losing cash discount privilege.

TERMS AND CONDITIONS

1. CONFIDENTIALITY AND PUBLICITY: If the College designates any information as "confidential", seller shall maintain such confidentiality and the obligation to remain such confidentiality will be permanent and extend past the terms and conditions of this order. Seller agrees that it will not release any information relating to this order, including, without limitations, press releases, advertisements, or marketing materials, without prior written approval by the Buyer.
2. DELIVERY SCHEDULES: Deliveries are to be made both in quantities and at time specified in

scheduled furnished by Buyer. Buyer will have no liability for payment for material or items delivered to Buyer which are in excess of quantities specified in the delivery scheduled. Buyer may from time to time change delivery schedules or direct temporary suspension of scheduled shipments.

3. FORCE MAJEURE: Buyer will not be liable for contract default due to acts beyond its reasonable control. Seller shall inform Buyer, in writing, whenever Seller becomes aware of an event that could delay or prevent Seller's performance.
4. WARRANTY: Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and will be merchantable, of good material and workmanship and free from defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is in accordance with Seller's specification, will be fit and sufficient for the purposes intended.
5. POTENTIALLY HARMFUL INGREDIENTS: Seller agrees to promptly furnish to Buyer Material Safety Data Sheets.
6. CANCELLATION: Buyer reserves the right to cancel all or any part of the work covered by this order if Seller does not make deliveries as specified in the schedules or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from Buyer specifying such failure, or if Seller breaches any of the terms hereof including the warranties of Seller.
7. INDEMNIFICATION AND INSURANCE: Seller agrees to indemnify and protect Buyer against all liability, claims or demands for injuries and damages to any person or property arising out of the performance of this order by Seller, its servants, employees, agents, or representatives. Seller further agrees to furnish insurance certificate evidencing that Seller has insurance coverage in amount not less than the following:
 - a. WORKERS' COMPENSATION – Statutory Limit(s) for state or states in which work is to be performed. Employer's Liability shall be \$500,000 per injury. The Workers Compensation shall contain a Waiver of Subrogation.
 - b. GENERAL LIABILITY – \$1,000,000 per claim and \$3,000,000 in the aggregate

for bodily injury and property damage arising from negligence or willful acts. This policy shall name College as an Additional Insured on a primary and non-contributory basis.

- c. STATUTORY AUTOMOBILE LIABILITY – Owned, Non-Owned and Hired subject to Combined Single Limit \$1,000,000. This policy shall name College as an Additional Insured on a primary and non-contributory basis.

Said certificate must set forth the amount of coverage, policy number and expiration date with insurance companies acceptable to Buyer. Such policies should have 30 days' notice of cancellation. The purchase of such insurance coverage or the furnishing of the aforesaid certificate shall not satisfy the requirements of Seller's liability hereunder or in any way modify Seller's indemnification of buyer.

- 8. CONFLICT OF INTEREST: Buyer will not solicit and Seller shall not provide, any gifts or gratuities (including but not limited to money, fees, commission, credits, gifts, things of value, or compensation), of any kind which is provided directly or indirectly to any employee of Buyer for the purpose of improperly obtaining or rewarding favorable treatment in connection with award of a purchase order or subcontract. Seller shall report in writing any solicitation or suspected solicitation of gifts or gratuities by Buyer's employees to the Vice President – Finance and Administration.
- 9. FIREARMS, OTHER WEAPONS, AND EXPLOSIVES POLICY: The Saint Mary's College Firearms, Other Weapons, and Explosives Policy is incorporated by reference.
- 10. GOVERNMENT REGULATIONS: In the performance of work under this order, Seller agrees to comply with all applicable federal, state, or local laws, rules, regulations or ordinances.
- 11. FAIR LABOR STANDARDS ACT: Seller agrees in connections with the production of the articles specified herein, to comply with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 therefore. All invoices must carry the following certificate in order to be passed for payment. We hereby verify that these goods were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
- 12. NOTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY CLAUSE: It is the policy of Saint Mary's College to extend employment opportunities to qualified applicants and employees on the equal basis regardless of an

individual's age, race, color, sex, religion, or national origin. Saint Mary's College requests that its subcontractors, vendors and suppliers take appropriate action with respect to implementation of their own equal employment opportunity policies.

- 13. TAX EXEMPTION: Buyer's federal taxpayer ID is #0001809083. Buyer is an Indiana not-for-profit, tax exempt organization and is thus exempt from sales tax in Indiana. Seller shall not charge buyer for such taxes. Proof of exemption is available upon request.
- 14. EXTRA CHARGES: No additional charges of any kind, including without limitation charges for boxing, packing, transportation or other extras or fees will be allowed unless specifically agreed to in writing by the College's Director of Purchasing.
- 15. AUTOMATIC RENEWAL: No Agreement, Service Contract, Policy, Blanket Order or Contractual Agreement of any nature is automatically renewable. All transactions terminate in accordance with the limitations of the specific period as set forth on this Purchase Order.
- 16. AGREEMENT: This Purchase Order constitutes the complete agreement between Seller and College with respect to the subject matter referred to herein. Any other Agreement, Service Contract, Policy or Contractual document of any nature whatsoever shall have no reference to the subject matter of the Purchase Order unless included in this Purchase Order by reference. If the Seller's acknowledgement of the Purchase Order contains terms and conditions which conflict with those contained in this order, the terms and conditions on this order shall take precedence over any set forth on the Seller's acknowledgement.