

## PURCHASE ORDER TERMS AND CONDITIONS

1. This Purchase Order (PO) consists of this document, including the terms printed on the face and back, and any attachments or documents incorporated by reference.
2. This PO is not binding on Tennessee Tech until it is approved by Tennessee Tech's authorized official.
3. Boiler plate agreements such as click-wrap, browse-wrap or shrink-wrap agreements are not binding on Tennessee Tech. Pursuant to T.C.A. § 9-8-307(a)(1)(L), no contract is binding on Tennessee Tech unless it is a written contract executed by one or more state officers or employees with authority to execute the contract.
4. Delivery shall be F.O.B. Destination, prepaid with freight included in pricing (preferred) or F.O.B. Destination, freight prepaid added to invoice (acceptable). Tennessee Tech will not accept unauthorized or collect shipments.
5. Vendor shall furnish goods/services in accordance with the PO. The PO terms and conditions shall govern and supersede any conflicting terms. No additional or different terms and conditions shall become part of the order unless Tennessee Tech specifically agrees to them in writing. The Vendor's quotation, if any, is incorporated and made a part of this PO only to the extent of specifying the nature and description of the goods or services ordered, and then only to the extent that such items are consistent with the other terms of this PO and/or Tennessee Tech's Request for Quotation.
6. The PO Number must appear on all invoices, correspondence, containers, shipping papers, and packing lists. A detailed packing list referencing the PO number must accompany all shipments.
7. Billing instructions: a) Invoice following shipment; b) Send separate invoice for each shipment; c) Invoice is to reference the PO number; and d) Invoice may be emailed to: [apinvoice@tntech.edu](mailto:apinvoice@tntech.edu) or mailed to Tennessee Tech Business Office, Campus Box 5037, Cookeville, TN 38505.
8. Tennessee Tech is exempt from federal excise and sales taxes; invoice should not include these taxes. Tennessee Tech will provide certificate of exemption upon request.
9. Tennessee Tech will compute time in connection with discounts from date of acceptance of shipment or date correct invoice is received, whichever is later.
10. Tennessee Tech will make payments in accordance with the provisions of the Tennessee Prompt Pay Act of 1985.
11. All items shall be new and unused, unless otherwise specified in the PO. Vendor warrants that the goods delivered shall be free from all defects in material and workmanship and shall comply with all requirements of the PO for a period of ninety days from the date of acceptance, unless otherwise provided herein.
12. Tennessee Tech will inspect and may reject any item(s) upon delivery. Tennessee Tech will return damaged/defective or goods not meeting requirements at Vendor's expense. Tennessee Tech's count shall be final and conclusive on all shipments not accompanied by a packing list. Should Tennessee Tech notify Vendor of receipt of damaged or defective goods, Vendor will have ten days in which to correct any such damage/defect, or such additional time agreed upon by the parties. Should Vendor not complete such corrections within the agreed upon timeframe, Tennessee Tech may correct any damages or deficiencies as necessary to allow their use and deduct the costs from amount(s) due Vendor under the PO.
13. Vendor may not limit its remedies or damages. Any attempt to contractually limit remedies will be void on its face.
14. The PO may be amended in writing at any time. PO amendments must be properly authorized in writing by the parties.
15. Should an event (e.g., war, act of God, riot, natural disaster, etc.) beyond a party's reasonable control occur, that party will be excused from performing its obligations under the PO, provided the following provisions are met: (1) The affected party must promptly notify the other party of the occurrence of the event, its effect on performance, and how long that party expects it to last, and (2) the affected party shall update that information as reasonably necessary and use reasonable efforts to limit damage to the other party and to resume its performance.
16. In case of an error in calculation or typing, the quoted unit price will be used as the basis for correction of the PO.
17. Vendor shall comply with all applicable federal and state laws and regulations, including but not limited to non-discrimination. The PO shall be governed by the laws of the State of Tennessee, without regard to its choice of law principles.
18. An up-to-date Material Safety Data Sheet (MSDS) must accompany or be made accessible for all goods requiring one.
19. Vendor must be an authorized dealer for selling copyrighted/licensed products under this PO. Notwithstanding this, Vendor assumes responsibility for any and all liabilities associated with the selling of these products or services upon acceptance of PO.
20. This PO is subject to the allotment of state and/or federal funds, and may be null and void unless funds have been appropriated and are available for the purchase of the service or item forming the basis of the PO.
21. The State of Tennessee and Tennessee Tech shall be entitled to monitor this PO to the extent allowed by T.C.A. § 12-3-602, and Vendor shall maintain books and records related to this PO for five (5) years from the date of final payment.
22. Vendor shall carry adequate public liability and other appropriate forms of insurance as required for the goods/services being provided. Tennessee Tech may require Vendor to carry specific types and/or limits of insurance coverages and may require Vendor to provide a certificate of insurance naming Tennessee Tech as an additional insured.
23. By acceptance of this PO, Vendor attests and certifies that:
  - a) Pursuant to T.C.A. § 12-3-309(b), it will not knowingly utilize the services of illegal immigrants in the performance of this PO, and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of this PO.
  - b) No principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal department or agency;
  - c) Under penalty of perjury, that to the best of its knowledge, neither it nor any of its subcontractors (if applicable) is on the Iran Divestment Act (T.C.A. §§ 12-12-101 et seq.) list of entities or persons ineligible to contract with the State of Tennessee.
  - d) Vendor has either registered with the State of Tennessee's Department of Revenue for or does not make sales of goods or services that are subject to the collection of Tennessee sales and use tax, as required by T.C.A. § 12-3-306, and will provide proof of compliance upon request.
24. Unless otherwise disclosed to Tennessee Tech in writing, Vendor warrants and represents that the goods/services, including any updates, provided to Tennessee Tech will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act.
25. If applicable, Vendor shall comply with National Collegiate Athletic Association (NCAA) legislation, interpretations and policies, located on the NCAA website and as amended from time to time, on the use of a student-athlete's name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule 12.5.2.2 "Use of Student Athlete Name or Likeness." Vendor shall immediately report any real or suspected violation of the NCAA legislation, interpretations, and/or policies to Amanda Thatcher, at [AMiller@tntech.edu](mailto:AMiller@tntech.edu).
26. If applicable, Vendor agrees that Tennessee Tech will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of Vendor's performance under this PO. The Vendor and Tennessee Tech acknowledge and agree that Vendor's work under this PO shall belong to Tennessee Tech as "work-made-for-hire" (as such term is defined in U.S. Copyright Law). To the extent Vendor's work is not deemed to constitute "work-made-for-hire," Vendor hereby assigns and transfers to Tennessee Tech all of Vendor's right, title and interest in and to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of Vendor's performance under this PO.
27. If applicable, Tennessee Tech's [Data Privacy and Security Terms and Conditions](#) and/or [GDPR Data Protection Addendum](#) shall by reference be included as an integral part of this PO.
28. If any provision of this PO is held invalid, the surviving provisions will remain enforceable.
29. For any purchase of \$250,000 or more, Vendor certifies it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by T.C.A. §12-4-119.