

TERMS AND CONDITIONS FOR
UNIVERSITY OF NORTH TEXAS,
UNIVERSITY OF NORTH TEXAS AT DALLAS, AND
UNIVERSITY OF NORTH TEXAS SYSTEM ADMINISTRATION

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THIS ORDER; FAILURE OF THE VENDOR TO ACKNOWLEDGE RECEIPT OF THESE TERMS AND CONDITIONS SHALL NOT EXEMPT THE VENDOR FROM COMPLYING WITH THESE TERMS AND CONDITIONS.

CENTRALIZED MASTER BIDDERS LIST (CMBL): The University of North Texas (UNT), the University of North Texas at Dallas (UNTD), and the University of North Texas System Administration (UNTS) utilize the Texas Comptroller of Public Accounts' Centralized Master Bidders List (CMBL) for Historically Underutilized Businesses (HUB). If your firm is not on the CMBL, check via the Internet at <http://www.window.state.tx.us/procurement/prog/cmb1> to register. Non-HUB vendors are identified from various sources including the CMBL.

DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than 30 days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract.

EXCESS OBLIGATIONS PROHIBITED: The Texas Constitution prohibits obligations beyond the current appropriations, which UNT applies annually. This Purchase Order may be canceled at any time without penalty if legislative and/or university funds are not appropriated for goods or services obligated on the Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year.)

MISCELLANEOUS: The laws of the State of Texas shall prevail including the Public Information Act. Any order is not confidential. All transactions associated with this Order may be subject to audit. Vendor by accepting this Order agrees to allow access to all records regarding this transaction upon written request by the UNT Internal Auditors and/or the Purchasing and Payment Services Department. VENDOR FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE UNIVERSITY OF NORTH TEXAS SYSTEM ADMINISTRATION (UNTS), UNIVERSITY OF NORTH TEXAS (UNT), AND UNIVERSITY OF NORTH TEXAS AT DALLAS (UNTD), ITS BOARD OF REGENTS, OFFICERS AND EMPLOYEES, FOR ANY AND ALL LIABILITY, INJURIES, DAMAGES OR ALLEGATIONS OF SUCH BROUGHT BY AN ACT OR OMISSION OF VENDOR OR VENDOR'S EMPLOYEES AND/OR SUBCONTRACTORS OR DUE TO VENDOR'S PRODUCT OR SERVICES. THIS INDEMNIFICATION SHALL INCLUDE BUT NOT BE LIMITED TO ACTS OR OMISSIONS RELATED TO ENVIRONMENTAL HAZARDS. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.

PAYMENT TERMS: Net 30 days after receipt of goods/service and/or invoice, whichever is later. If under the stipulations of the Prompt Payment Law, Government Code 2251, interest is determined to be due the vendor, the interest rate shall not exceed 1% per month.

QUOTATIONS AND BIDS: Any quotation number referenced is for pricing purposes only. In addition, UNT's bid terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through UNT's Purchasing and Payment Services Department in writing are not binding on either party. A Vendor selling a product or service part of an approved contract with the State of Texas Department of Information Resources certifies that the product(s) or service(s) offered is listed on the approved contract.

TAXES: Per the Texas Business Corporation Act, Article 2.45, UNT cannot contract with (pay, etc) a firm that is not in good standing. Franchise Tax is a tax on corporations, savings and loan associations, limited liability companies, and banks for the privilege of doing business in Texas. Contact the Secretary of State at 512-463-5586 to obtain a Certificate of Authority to do business with the State, or the Comptroller's Tax Assistance Section at 800-252-1381 if there are questions regarding your firm's Franchise Tax status.

DISPUTE RESOLUTION: Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.

VENUE AND SERVICE OF PROCESS: Venue and service of process for suits involving UNT is governed by Section 105.151 of the Texas Education Code.

IMPORTANT NOTICE: This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

DEBARMENT CERTIFICATION: Vendor certifies that neither it nor any of its Principals (officers, directors, owners, or individuals providing services under this Order) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program by any Federal department or agency.

SHIPPING: *Shipment must be insured for full value. *No collect shipment accepted. *Ship per standard delivery or exception as noted on purchase order only.

Rendering goods/services signifies acceptance of terms and conditions of this purchase order, unless otherwise agreed in writing by authorized personnel of both parties.

BILL PER PURCHASE ORDER: Purchase Order Number must appear on all invoices, statements, inquiries, packing lists and packages.

Sales Tax exemption claimed under Chapter 20, Title 122A, Statutes of Texas.

Only the items shown are approved for shipment under this purchase order number.

Additions or substitutions to this order are not authorized unless issued in writing by an authorized purchaser for UNT.

The ordering department is the final 'ship to location' for receiving date purposes. The University does not consider the goods or services to be received until the ordering department has received the goods or service and confirmed that the items conform to all contract specifications.

Revised 10-26-10