



Policy Directory

Responsible Division: Finance and Administrative Services
Responsible Office: Financial Services/Purchasing
Issue/Revision Date: 12/01/2017

Purchase Order Terms and Conditions

Policy:

The terms and conditions for University purchase orders are as follows:

- All goods must be shipped to F.O.B. unless stated on Purchase Order.
- Our Purchase Order numbers must appear on boxes, packages, shipping memoranda, invoices and correspondence. Mark the outside of each box and/or package to identify contents. Packing lists must accompany all shipments. The University will not be responsible for delayed payment if Purchase Order numbers are omitted from invoices.
- Address all correspondences concerning the order to the Purchasing Agent at 1000 ASU Drive #509, Alcorn State, MS 39096.
- Any changes in Purchase Orders (quantity substitution of material, price supplementary charges, etc.) must be approved in advance by the designated buyer stated on the face of the Purchase Order.
- It is understood by acceptance of the Purchase Order that the University reserves the right to cancel all or any part of the order upon which delivery has not been made within 30 days of order date or by other specified delivery date included herein.
- Seller agrees in accepting the Purchase Order to comply with all applicable local, state and federal laws and regulations.
- All cash discounts allowed are taken with start date as or receipt of invoice or merchandise, whichever is later.
- No additions can be made to the Purchase Order.
- Any additional terms and/or changes submitted or referenced by vendor will not apply unless accepted and agreed upon by the University in writing.
- The Purchase Order shall not bind the University for an amount in excess of that noted on the face hereof. In case property of the value in excess thereof is forwarded to the University hereunder, the University may at its election return the property at the invoice price or return it to the vendor at vendor's expense.
- C.O. D. shipments will not be accepted.
- Vendor agrees to defend, protect and save the University harmless from all claims and actions arising out of patent infringement.

- Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the vendor.
- Vendor agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from date of acceptance by the University unless otherwise specified.
- When required, samples must be furnished.
- Materials and services furnished to the University are not subject to either federal excise tax or the Mississippi state sales tax. Exemption certificates will be furnished on request.
- With regard to Debarment and Suspension Certification, the contractor certifies to the best of its knowledge and belief that he or she and his or her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency in accordance with Executive Order 12549 (2/18/86).