

1. **THE PURCHASE ORDER:** Furnish the items specified in full accordance with these conditions, any conditions printed on the purchase order, and any other attachment made a part of the order.
2. **IDENTIFICATION OF ORDER:** The purchase order number must appear on all invoices, correspondence, containers, shipping papers, and packing lists.
3. **CORRESPONDENCE:** All correspondence pertaining to this order must be addressed as follows:
The University of Tennessee at Chattanooga
Purchasing Department Dept 4104
615 McCallie Avenue
Chattanooga, Tennessee 37403
4. **BILLING INSTRUCTIONS:**
 - (A) Mail your invoice(s) to the "Bill To" address shown on the front of the purchase order. Invoice in duplicate within 5 days after shipment of material. (Additional copies of the invoice may be requested on occasion).
 - (B) Each shipment must be covered by a separate invoice. (unless otherwise requested).
 - (C) Render invoices for returnable containers, stating terms and conditions for return.
5. **TAXES:** Do not include federal excise or state sales tax on tangible personal property on your invoices. The University of Tennessee is exempt from both of these taxes. If an exemption certificate is required, please so state on your invoice and the appropriate Exemption Certification will be mailed to you with our remittance. Successful Bidder/Contractor/Vendor must pay taxes on materials used in the completion of this contract including any materials purchased by the University but used by the contractor when those materials become a part of the real property. All taxes are to be itemized.
6. **DISCOUNTS:** Discount time will be computed from date of the delivery to FOB point, or from the date correct invoices are received, whichever is later. Discounts shall apply to the total amount, unless freight charges are itemized separately.
7. **WARRANTY:** In addition to any other warranty, the Vendor warrants that the items delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this order for a period of ninety (90) days from the date such supplies are delivered. Extended warranties beyond this period apply when specifically shown on the order. Any attempt to change, add, modify, or delete any warranty provision (including change by use of package labeling or inserts), will not be binding on the University unless it is agreed to in writing.
8. **PACKING LIST:** A detailed packing list showing the purchase order number must accompany all shipments.
9. **ASSIGNMENT:** The vendor shall not assign any monies due or to become due under the order without the previous written consent of the University.
10. **INSPECTION:** All items purchased are subject to inspection and rejection upon receipt by the University. Rejected items may be returned at the vendor's expense or charges paid by the University in returning rejected items shall be reimbursed by the vendor. The University's count shall be final and conclusive on all shipments not accompanied by a packing ticket. In addition to its right to return rejected items, the University may notify the vendor of damages or deficiencies, and if not repaired or corrected by the vendor within ten (10) days after receipt of notice, or such additional time as may be mutually agreed to by the University and the vendor, the University shall have the right to correct any damages, defects, insufficiencies or improprieties and do any other work necessary to put the items in condition for the use intended. The cost of such correction shall be deducted from monies due the vendor under this order.
11. **F.O.B. POINT:** All shipments are to be FOB delivered to The University of Tennessee, Chattanooga, Tennessee (unless another FOB point is stated by the University on the order).
12. **LOSS OR DAMAGE IN TRANSIT:** When shipping FOB University, delivery by vendor to a common carrier does not constitute delivery to the University. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The University accepts title only after receipt at the FOB delivery point. The receiving department shall note all damages on the freight bill. The vendor shall replace the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of the total shipment and the University will not be inconvenienced because of this shortage, the vendor may be permitted by the Purchasing Department to deduct the amount of damage or loss from his invoice, in lieu of replacement.
13. **CHANGES:** The University may at any time by written instructions make changes, within the general scope of the order, in any one or more of the following: (1) quantity (2) specifications; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost of and/or the time required for the performance of the order, an equitable adjustment shall be made in the order price and/or delivery schedule and the order shall be modified in writing accordingly. Any claim by the vendor for adjustment under this paragraph must be asserted within thirty (30) days of receipt of the notification of change. The University, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the order. Except as otherwise provided, no attempt by either party to waive, change, delete, add or otherwise alter, any term and condition of the order shall be effective unless it is agreed to in writing by both parties.
14. **PAYMENTS:** Payment to the vendor will be processed, upon the submission of invoices, at the prices stipulated on the purchase order for items delivered and accepted or services rendered, less deductions, if any. Unless otherwise specified, partial payments will not be made.
15. **VARIATION IN QUANTITIES:** Except for printing requirements or unless otherwise specified, any variation in the quantities herein called for, not exceeding 5 percent, will be accepted as compliance with the order when caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and payments shall be adjusted accordingly. Quantity variations for printing requirements shall not exceed the stated quantity by more than plus or minus (+ or -) three (3) percent (%).
16. **CANCELLATION OF ORDER:** The University reserves the right to cancel the order or any part thereof without penalty, if the vendor fails to comply with the terms and conditions of the transaction, or fails to fulfill the requirements with promptness and diligence, or fails to make shipment within the time agreed upon, except for causes beyond the vendor's control.
17. **ERRORS:** In case of error in calculation or typing, the quoted unit price will be used as the basis for correction of the purchase order.
18. **CONTROLLING DOCUMENTS:** Where applicable, the purchase order is subject to all terms and conditions which comprise the University's request for quotations, unless an exception is taken by the vendor to which the University has concurred in writing. The University specifically rejects any terms contained on vendor's quotation form which may be in conflict with the conditions of the request for quotation or applicable statute.
19. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the execution of the order, the vendor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, national origin, age, disability or veteran status. The vendor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, sex, color, religion, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
20. **AFFIRMATIVE ACTION CLAUSE CONCERNING EMPLOYMENT OF THE DISABLED:** By accepting the order (if it exceeds \$2500) the vendor agrees, as required by federal law, that he will not discriminate against any employee or applicant because of physical or mental disability.
21. **UNIVERSITY OF TENNESSEE EEO/AA STATEMENT:** UT is an EEO/AA/Title IX/Section 504/ADA employer. The University of Tennessee does not discriminate on the basis of sex or disability in the education programs and activities which it operates.
22. **VETERANS AFFIRMATIVE ACTION CLAUSE:** The University of Tennessee conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. Affirmative action clauses and supporting regulations are incorporated by reference. 41 C.F.R. 60:1.4 Sections 60-250.22, 60-741.22 and 41 C.F.R. 61-250.10. Subsequent supplements shall always prevail.