

PURCHASE ORDER TERMS AND CONDITIONS

OFFICE OF ACCOUNTING AND BUDGET

Any purchase order issued by Northeast Ohio Medical University's Accounting and Budget Office is a binding contract between the Buyer (Northeast Ohio Medical University, or NEOMED, or University, or NEOMED Foundation) and Seller (Vendor or Contractor) indicated on the Purchase order and shall be construed in accordance with the following terms and conditions in addition to NEOMED Policy #3349-11-50 governing the [Purchasing and Selling University Property | NEOMED](#) . Therefore, the terms and conditions of the purchase order, the bid, or the Request for Proposal (RFP), if applicable, govern the obligations of each party to the contract. Any discrepancies in fulfilling the terms of the purchase order must be resolved between the Buyer and Seller prior to the delivery of any good or service to the Buyer.

Tax Considerations: NEOMED is exempt from Ohio Sales Tax, [ORC, 5739.02 (B)(1)] and from Federal Excise Tax.

Order Changes: No substitutions, alterations, additions or deletions are authorized to this order without the written consent of NEOMED's Accounting and Budget Office. Seller will promptly notify to Buyer regarding proposed changes and Buyer will respond promptly with either agreement or any additional proposed changes for Seller acknowledgment.

Correspondence: All correspondence can be directed to: Northeast Ohio Medical University, Attn: Assistant Director of Financial Analysis and Planning, 4209 State Route 44, P.O. Box 95, Rootstown, OH 44272; or to purchasing@neomed.edu. The NEOMED purchase order number shall be referenced on all correspondence including invoices, packing lists, and bills of lading.

Payment Terms: Payment terms for all NEOMED purchase orders are net 30 days after receipt of the invoice, unless previously authorized, and may exclude any amounts disputed by Buyer. The seller is responsible for the registration and NEOMED approval in PaymentWorks prior to payment ([PaymentWorks](#)). Payment will be withheld until the PaymentWorks registration is completed and approved by NEOMED. The Seller is responsible for maintaining the approved PaymentWorks profile to be listed as an Active NEOMED vendor.

Invoices: Seller shall invoice Buyer at the time of shipment or within thirty (30) days of delivery of order. Individual invoices must be issued for each purchase order either mailed in the name of the responsible person to: Northeast Ohio Medical University, P.O. Box 95, Rootstown, Ohio 44272 or emailed to accountspayable@neomed.edu. Discount terms must be stated on the invoice and will be calculated from the date material or the invoice is received, whichever is later.

The Seller's Federal Tax Identification number and NEOMED's purchase order number must be shown on all invoices. Additionally, manufacturer serial numbers must be shown on the invoice for each of the items ordered that have a serial number. Payment will be withheld until serial numbers are furnished.

PURCHASE ORDER TERMS AND CONDITIONS

OFFICE OF ACCOUNTING AND BUDGET

Order Disputes: Disputes shall be handled expeditiously and in good faith by both parties. Seller shall continue performing its obligations under the order notwithstanding any such dispute. Payment of an invoice is not evidence or admission that the goods or services meet the requirements of the order. The Buyer reserves the right to return goods at Seller's expense if the order is billed at a higher price than specified, or the goods or services are non-conforming, unless prior written approval for the modification has been obtained. The choice of law as explained in the opening statement above is the State of Ohio.

Assignment: Neither party shall assign or transfer a NEOMED purchase order, or any interest therein or monies payable there under, without the written consent of the other party. Any assignment made without such consent shall be null and void.

Packing and Cartage: Goods are to be shipped to the Buyer's designated destination as F.O.B. Destination unless otherwise agreed upon. No charge for packing or cartage will be allowed except as stated on the original purchase order without approval by NEOMED's Accounting and Budget Office prior to shipments.

Inspection, Acceptance, and Payment by Buyer: All goods shall be received subject to Buyer's right of inspection and rejection of non-conforming or defective goods. Buyer shall take and assume legal title to accepted goods based on the F.O.B. indication unless otherwise specified in the purchase order. Those goods rejected as a result of inspection will be held for Seller's inspection at Seller's risk and, if Seller directs, will be returned at Seller's expense. Freight to and from original destination for excess goods, except for customary quantity variations recognized by trade practice, will be paid by Seller. Payment for goods and/or services on NEOMED purchase orders prior to inspection shall not constitute an acceptance of goods and/or services later received.

Ownership Claims: In the event of any article sold and delivered hereunder shall be covered by any patent, copyright, or application therefore, Seller will indemnify and save harmless Buyer from any and all loss, cost, or expense on account of any and all claims, suits, or judgments on account of the use or sale of such article in violation or rights under such patent, trademark, copyright, or application.

Safety: Seller guarantees that the design and performance of all items being purchased conform to the requirements of applicable insurance and government health and safety regulations, including regulations administered by the Occupational Safety and Health Administration (OSHA) and United States Environmental Protection Agency (EPA).

Specified Delivery: In the event of Seller's failure to deliver as and when specified, Buyer reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and Seller agrees that Buyer may return part, or all, of any shipment so made and may charge Seller with any loss, or expenses, sustained as a result of such failure to deliver. All deliveries must be made to a NEOMED University address only.

PURCHASE ORDER TERMS AND CONDITIONS

OFFICE OF ACCOUNTING AND BUDGET

Non-Discrimination: The Seller will not discriminate against any employee or applicant for employment because of age, handicap, race, color, religion, national origin, ancestry, or sex. The Seller will conform to all provisions of law relating hereto.

Confidentiality: Seller agrees not to use the name of Buyer or to quote the opinion of any of the Buyer's employees in any advertising without obtaining the prior written consent of NEOMED. The Seller will not disclose any information obtained from Buyer in the course of the purchase without the explicit written consent of Buyer.

Seller Performance: Buyer may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

Governing Law: All purchases are governed by and construed in accordance with the laws of the State of Ohio without regard to conflict of laws. All disputes arising under or relating to any purchase shall be brought in the Ohio Court of Claims.

Hold Harmless: The Seller agrees to indemnify, defend, and hold harmless Buyer, its trustees, officers, agents, and employees, of, from and against, any and all claims and demands which may arise in any way out of the furnishing of goods or services hereunder, including, without limitation, claims and demands arising from injury to or death of personnel of Buyer or for damage to the property of Buyer, except those arising by reason of the negligent or willful act of Buyer, its officers, agents, or employees.

Federal Grants: All purchases made using federal grant money must follow the Code of Federal Regulations found here: <https://www.ecfr.gov> – Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Specific to Construction Purchase Orders: The preceding terms and conditions and any specifications, drawings, and/or additional terms and conditions, may be incorporated by reference or appended hereto, are part of the purchase order. By accepting the purchase order, or any part thereof, Seller agrees to and accepts all terms and conditions of the purchase order.

Buyer has made every effort to comply with the laws of the State of Ohio in the appropriation and purchase of construction services which may be, based on funding authority, subject to processing according to policy of the State of Ohio and compliance with prevailing wage requirements, publication requirements, and sealed bid processing.