Invoices to invoices@uchicago.edu. And/or to supply goods, products, supplies, parts, assemblies, equipment, systems or other items required by the Purchase Order ("Materials") (collectively the "Work and/or Materials")

3) Invoices. Render a separate invoice for each Purchase Order. All invoices on an invoice must conform to item numbers shown on this Purchase Order. Invoice must show Buyer's Purchase Order number. If the name of Seller on the invoice will be other than that shown on the face of this Purchase Order, both names must be indicated on the invoice. Failure to do this can result in delayed payment. MAIL INVOICE(S) TO: THE UNIVERSITY OF CHICAGO, P.O. Box 1017, South Bend, IN 46624 or email invoices to invoices@uchicago.edu.

4) F.O.B. Point. F.O.B. DESTINATION, The University of Chicago, "Freight Prepaid" and Allowed, unless otherwise shown on Purchase Order.

5) Shipping Instructions. If shipping charges contractually apply, ship Bill 3rd Party via FedEx account # "call for number", FOB Destination. Insert our PO# in recipient 2nd address field. If combined shipping weight exceeds 150lbs, call 888-457-5851 for carrier instructions prior to shipping. If you accept an order without a purchase order number, DO NOT SHIP under the Bill 3rd Party FedEx account, ship using your standard shipping method.

6) Discount Period. When applicable, will start from date of acceptable invoice or receipt of material whichever is later.

7) Interest. Interest if due will be added to the amount due on all invoices in accordance with the University's credit terms.

8) Labeling of Packages. All packages should be marked as per "DELIVER TO" instructions, and showing Purchase Order number.

9) Federal Government Contract Numbers. When a Federal Government contract number is shown on the face of this Purchase Order, the purchase is being made under a contract with the U.S. Government, and certain provisions of that contract may apply to this Purchase Order. A copy of the contract provisions may be reviewed at the University Research Administration, 6054 S. Drexel Avenue, Suite 300, Chicago, Illinois 60637.

10) Title and Delivery. Title to goods shall pass to the Buyer upon delivery to the F.O.B. point. Risk of loss of any goods shall pass to the Buyer upon delivery to the Buyer. Deliveries shall be made in accordance with the written order of the Buyer or as stated in the Purchase Order at the times and places and in the amounts specified. Receipt of any early or late deliveries shall not constitute a waiver of any of the rights of the Buyer under this Purchase Order. Deliveries before or after the specified date may be made only with the prior written approval of the Buyer.

11) Termination for Cause or Convenience. The Buyer may terminate this Purchase Order for cause, in whole or in part, in the event that Seller fails or refuses to deliver any of the Work and/or Materials specified in the Purchase Order within the time provided (except as set forth under the Paragraph 13 (Delays)), or otherwise violates any of the conditions of this Purchase Order, or if it becomes evident that Seller is not performing or providing the Work and/or Materials in accordance with the Purchase Order, applicable specifications or with diligence so as to permit completion and delivery on or before the specified completion or delivery date, and in either of the latter two events (i.e., Seller's failure or refusal to perform or to supply goods, products, supplies, parts, assemblies, equipment, systems or other items required by the Purchase Order ("Materials")) (collectively the "Work and/or Materials") and the Buyer may cancel this Purchase Order, but such withdrawal of completed/delivered Work and/or Materials and cancellation shall not constitute a waiver of the Buyer's rights to damages arising from such default. Seller shall be liable for any excess or additional cost or damages occasioned the Buyer by reason of the Seller's breach. The Buyer reserves the right to terminate this Purchase Order in whole or in part for its convenience by written notice to the Seller. If the Purchase Order is so terminated, the Buyer shall make an equitable adjustment in the purchase price to compensate Seller for all reasonable costs incurred by Seller in connection with said Purchase Order plus a reasonable profit with respect to all necessary work performed by Seller to the date it received notice for such termination.

12) Inspection and Acceptance. a) The Work and/or Materials called for by this Purchase Order together with that portion of the Seller's plant devoted thereto and all materials (which term throughout these Terms and Conditions includes without limitation, raw materials, components, intermediate assemblies and end products) shall at all reasonable times and to the extent practicable be subject to inspection and test by Buyer. If any inspection or test is made by the Buyer on the premises of the Seller, the Seller shall provide all reasonable facilities and assistance for the safety and convenience of the Buyer.

b) If the Work and/or Materials are found to be defective, Seller shall promptly repair or replace such Work and/or Materials at the Seller's expense and risk. Upon authorization by the Buyer, or if the Seller is unable, refuses or does not proceed promptly with such repair or replacement, the Buyer may by contract or otherwise, on the Buyer's premises or elsewhere repair or replace such defective Work and/or Materials and assess the Seller the excess cost and damages incurred by the Buyer thereby.

c) Regardless of the form or content of any receipt given the Seller at the time of delivery, and despite any payment which may have been made there under, all Work and/or Materials delivered shall be subject to final inspection by the Buyer following delivery to the Buyer at destination. In the event of rejection, the Seller shall be responsible for the quick removal of the rejected property within a reasonable time after receiving notification of rejection and shall bear all risks and loss after such notification.

d) Acceptance of all property and services ordered hereunder shall be affected by the Buyer within a reasonable time after delivery. Except as otherwise provided for in this Purchase Order, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

13) Delays. Delays in performance or delivery beyond the time specified in this Purchase Order due to causes beyond the control and without the fault or negligence of Seller may be excused by the Buyer if Seller notifies the Buyer in writing of the cause of such delay within a reasonable time from the beginning thereof. When such excuse is given, the Buyer, by written notice to the Seller, will extend the time for performance by such period of time as the Buyer determines to be commensurate with the period of delay.

14) Warranties/12 Month Correction of the Work Period. Unless otherwise agreed to in writing by the parties, Seller warrants that: i) all workmanship shall be first class; ii) the materials supplied shall conform to the terms and conditions of the Purchase Order and applicable specifications; and iii) except as otherwise provided in the specifications, all goods incorporated in the work shall be new and of the most suitable grade of their respective kinds for the purpose. Such warranties together with Seller's service warranties and guarantees, if any, shall survive inspection tests, acceptance of and payment for the goods and shall run to Buyer, its successors and assigns. In addition to the warranty obligations set forth herein, the Seller, within a reasonable time after receipt of written notice thereof, make good at its own expense and without cost to the Buyer any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after delivery or completion of the Work unless a different correction of the work period is provided in this Purchase Order. Buyer, at its option, may either return for credit or require prompt correction or replacement of any defective Work and/or Materials. The Buyer shall be responsible for the quick removal of the rejected property within a reasonable time after receiving notification of rejection and shall bear all costs and loss after such notification.

15) Means/Methods. The Seller shall supervise and direct the Work, using the Seller's best skill and attention and shall employ a competent superintendent and necessary assistants who shall be in attendance at the site during performance of the Work. The Seller shall solely have control over charge of and will be solely responsible for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with Work. The Seller shall be solely responsible for failure to carry out the Work in accordance with the terms and conditions of the Purchase Order and the applicable specifications and for all damages and losses, and all claims, suits, actions, and proceedings of any kind, nature or description, which shall arise or may be incurred for the Seller, its agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Seller or any of its subcontractors.

16) Changes. The Buyer may at any time, by written order, and without notice to its sureties, if any, make changes to the Work and/or Materials, within the general scope of this Purchase Order, including, without limitation, in any one or more of the following manners: i) changes to drawings, designs, or specifications; ii) changes in the method of shipment or packing; and/or iii) changes to the place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Purchase Order, the Seller shall be entitled to receive an equitable adjustment in the price for the Work and/or Materials. If any such change results in increased cost, the Buyer shall pay the increased cost within thirty (30) days after receipt of a claim for such increased cost. Any such claim shall be submitted according to the extent of change or part thereof. If the Buyer is unable to or refuses to promptly correct or replace such defective or nonconforming Work or Materials in part thereof, Buyer, may, by contract or otherwise, repair or replace such work or materials and pay the Buyer the excess cost occasioned the Buyer thereby. The one year correction of the work period shall not operate to reduce the statutory period of limitations for suit for breach of contract nor is it intended to limit or eliminate any legal remedy, statutory or otherwise.

17) Notice and Assistance Regarding Patent and Copyright Infringement and Patent Indemnity. The Seller shall report to the Buyer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Purchase Order of which the Seller has knowledge. In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this Purchase Order or out of the use of any Materials furnished or Work performed hereunder, the Seller shall furnish to the Buyer for transmission to the Government when requested, all notices, correspondence, information and evidence which the Seller may have in possession of the Seller pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Seller has agreed to indemnify the Government. The Seller shall indemnify the Buyer and the Government, their officers, agents, and employees against liability, including costs for infringement
of U.S. Letters Patent resulting from the Seller’s: i) furnishing or supplying standard parts or components which have been sold or offered for sale to the public on the commercial open market; or ii) utilizing its normal practices or methods which normally or have been used in providing goods and services in the commercial open market, in the performance of the Purchase Order; or iii) utilizing any parts, components, practices, or methods to the extent to which the Seller has secured indemnification from liability. The foregoing indemnity shall not apply unless the Seller shall have been informed as soon as practicable by the Buyer or the Government of the suit or action alleging such infringement, and the Buyer shall have been afforded the opportunity to participate in defense thereof. Furthermore, such indemnity shall not apply to a claimed infringement which is settled without the consent of the Seller, unless required by final decree of a court of competent jurisdiction or to an infringement resulting from addition or change in such supplies or components furnished or construction work performed for which addition or change was made subsequent to delivery or performance by the Seller.

18) General Indemnity. To the fullest extent permitted by law, the Seller will protect, indemnify, defend and hold the Buyer, University of Chicago Medical Center, their respective trustees, individually and collectively, affiliates, officers, agents and employees (the “Indemnified Parties”) free and harmless from any and all liabilities, claims, demands, actions, costs, suits or matters in connection therewith (including, without limitation, reasonable attorneys’ fees, expert fees, court costs and expenses), if caused by reason of: (i) breach of or any failure to perform any representation or warranty made by Seller in the Purchaser Order; (ii) notice of lien, claim for lien, or suit to foreclose a lien filed, given, made or maintained by a subcontractor, sub-subcontractor or supplier; or (iii) hazardous materials, whether based upon or claimed to be based upon statutory, contractual, tort or other liability hereunder. To the extent prohibited by applicable laws, no person or entity indemnified under the terms of this Paragraph 17, shall be indemnified for claims to the extent arising from or to the extent of person’s or entity’s own negligence. The obligations of the Contractor pursuant to this Paragraph 17 are not to release or reduce any other right or obligation of indemnification which would otherwise exist as to any party or person described in this Paragraph.

19) Examination of Records. The Seller agrees that the Buyer, the Federal sponsoring agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the Seller, including transactions related to this Purchase Order. The term “Purchase Orders” as used in this Paragraph excludes: i) Purchase Orders not exceeding $25,000; and ii) subcontracts or Purchase Orders for public utility services at rates established for uniform applicability to the general public.

20) Assignment. The Buyer may at any time, without Seller’s consent, assign this Purchase Order or any of its rights hereunder to the United States Government or any other person or entity. Neither this Purchase Order, nor any payments, claims, or interests there under, are assignable or transferable by Seller without Buyer’s written approval.

21) Non-Discrimination and Equal Opportunity. By acceptance of this order Seller certifies that it will comply with all applicable provisions of E.O. 11246 and E.O. 11375, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1974; E.O. 11701; the Rehabilitation Act of 1973; E.O. 11758; and the rules, regulations and relevant orders of the Secretary of Labor. Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

22) Contract Work Hours and Safety Standards Act. (Applies only where the Purchase Order has a federal contract number, it is for more than $100,000, and it is not for goods available in the open market.)

a) Overtime Requirements. Neither the Seller nor any subcontractor contracting for any part of the Work under this Purchase Order which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic, in any week in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in any week on Work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such weekwork, whichever is the greater number of overtime hours.

b) Working Conditions. If this Purchase Order involves construction work, neither the Seller nor any subcontractor contracting for any part of the work under this Purchase Order shall require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety. The Seller shall determine under construction safety and health standards promulgated by the Secretary of Labor.

c) Subcontracts. The Seller shall insert paragraphs a) through c) of this Paragraph in all subcontracts, and shall require their inclusion in all subcontractor contracts of any tier subject to the Act.

23) Clean Air and Water. If this Purchase Order exceeds $100,000, or orders under an indefinite quantity contract in any one year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (c) (1)) or the Clean Water Act (33 U.S.C. 1319 (c)) and is listed by EPA as a violating facility, or the Purchase Order is not otherwise exempt, the Seller agrees as follows:

a) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 7414 (c) (1)) or the Clean Water Act (33 U.S.C. 1318, et seq., as amended), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Clean Air Act and the Clean Water Act, respectively, and all regulations and guidelines issued there under before the award of this Purchase Order.

b) That no portion of the work required by this Purchase Order will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Purchase Order was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

c) To use best efforts to comply with clean air standards and clean water standards at the facilities in which the Purchase Order is being performed.

to insert the substance of the provisions of this Paragraph in any subcontracts, including this paragraph d.

24) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subcontractor wishes to enter into a contract with a small business firm or nonprofit orga- nization regarding the substitution of par- tate, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subcontractor must comply with the re- quirements of 37 CFR Part 401, “Rights to In- ventions Made by Nonprofit Organizations and Small Business Firms Under Govern- ment Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

25) Labor Standards for Construction Work. (Applies only where the Purchase Order has a federal contract number, the terms of that contract make federal construction labor standards applicable, and the work involves construction labor in excess of $2000.) The Seller shall follow the terms of the Davis-Bacon Act, Copeland Anti-Kickback Act and related laws and Department of Labor regulations respecting construction labor. These Acts, among other things, require contractors to pay laborers and mechanics wages at rates not less than prevailing wages as determined by the U. S. Department of Labor, and prohibit inducing any employee to give up any part of the compensation to which the employee is entitled.

26) Bonding. For construction or facilities improvements Purchase Orders or contracts exceeding $100,000 the Seller shall maintain a performance bond for 100 percent of the contract price, and a payment bond for 100 percent of the contract price. These bonds shall be obtained from companies holding certificates of authority as acceptable sureties and shall be on AAA A312 (1984) bond forms or other form approved by Buyer.

27) Insurance. Seller shall procure and maintain during the life of this contract, at Seller’s sole expense: (i) commercial general liability insurance on an occurrence basis to protect from claims for damages of personal injury and property damage ($1,000,000 each occurrence, $1,000,000 general aggregate); (ii) automobile liability insurance ($1,000,000 combined single limit per accident for bodily injury and property damage); (iii) worker’s compensation as required by law; and (iv) employer’s liability insurance ($500,000 each accident, $500,000 disease-employee, $500,000 disease-aggregate). The University of Chicago, The University of Chicago Medical Center, and all of their respective trustees, officers, agents, directors, employees, volunteers, affiliates, parent and subsidiary entities, and consultants shall be named as additional insured under the general liability policy and the automobile liability policy. Seller shall provide evidence of such insurance to Buyer prior to commencing or delivering any Work and/or Materials hereunder.

28) Byrd Anti-Lobbying Amendment. If any portion of this Purchase Order is federally funded, and the amount is in excess of $100,000, the Seller shall file all required certifications under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This Amendment requires each contractor or subcontractor to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, and shall also describe any lobbying activities of Federal funds that take place in connection with obtaining any Federal award.

29) Debarment and Suspension. In acceptance of this Purchase Order and its fulfillment the Seller hereby certifies that Seller is not currently a listed vendor in the Federal General Services Administration’s “List of Parties Excluded from Federal Procurement or Non-Procurement Programs” (available at http://www.sam.gov) or on the HHS/OIG list of Excluded Individuals/Entities (available at https://exclusions.oig.hhs.gov/) in accordance with Presidential Executive Orders 12549 and 12689, “Debarment and Suspension”.
30) **Employee Notice.** "To the extent applicable to contracts, subcontracts or purchase orders involving federal funds in excess of $100,000, the provisions of 29 CFR 470 (Obligations of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees) are hereby incorporated by this reference."

31) **Electrical Equipment.** Seller warrants that all electrical equipment and/or appliances that may be furnished under this Purchase Order have been tested and approved by an OSHA recognized Nationally Recognized Testing Laboratory to the extent required by the Chicago Municipal Code. Seller will not ship Materials that do not conform, and will contact the Buyer’s Procurement Services for instructions regarding any non-conforming Materials.

32) **Export Compliance.** Seller agrees that it will provide the export control classification associated with the commodity being purchased, to the extent that this item is controlled either under the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR). For EAR-controlled items, the correct ECCN classification based on the Commerce Control List will be provided. For ITAR items, the correct USML Category will be provided. In both cases, to the extent that the item includes technical data such as operational manuals, such data must also be classified. In the event that the Seller is unable to comply with this instruction, it will notify Buyer within five (5) days of purchase order, indicating the reason for non-compliance and recommended solution.