

PURCHASE ORDER TERMS AND CONDITIONS

1. Rules, Regulations, and Statutes: SHSU is an agency of the State of Texas. All purchases must comply with the rules, regulations, and statutes of the State of Texas and the terms and conditions of this form.

2. Tax Exempt: Purchases made for SHSU are tax exempt from State Sales Tax and Federal Excise Tax. Do not include tax on invoice. Texas Tax Code, Section 151.309(4).

3. Vendor Certifications: Vendor asserts they have not given, offered to give, nor intended to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this purchase order. Vendor has not received compensation for participation of the specifications for this purchase order. Vendor is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

4. Shipping: FOB Destination, freight prepaid and allowed. Otherwise, show exact delivery cost and terms.

5. Condition of Merchandise: All items shipped shall be new and unused, in first class condition, including containers suitable for shipment and storage. Failure to meet specifications places the vendor in default and authorizes SHSU to purchase the goods or services elsewhere and charge the full increase in cost and handling to the defaulting vendor. Consistent failure to meet specifications may cause removal from the bid list.

6. Delays: Vendor shall give written notice to SHSU Purchasing of foreseen delays. SHSU has the right to extend delivery date for acceptable reasons or cancel the order and purchase the goods or services elsewhere. Default in promised delivery, without acceptable reasons, authorizes SHSU to charge the full increase in cost and handling to the defaulting vendor.

7. Substitutions and Cancellations: Are not permitted without the written approval of SHSU Purchasing.

8. Copyrights and Patents: Vendor will protect SHSU from claims involving copyright or patent infringements.

9. Warranty: Manufacturer's standard warranty shall apply.

10. Invoices: Vendor shall submit two copies of an itemized invoice showing the purchase order number on all copies. SHSU will incur no penalty for late payments if payment is made within 30 or fewer days from receipt of goods or services and uncontested invoice. Partial payments may be made for goods or services which have been received and accepted at the discretion of SHSU.

11. Technology Access Clause: "The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements and warrants to Sam Houston State University (SHSU) that the technology provided to SHSU for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodation under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance."

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