

## PO TERMS AND CONDITIONS

1. **ORDER ACCEPTANCE:** In accepting this order, Seller acknowledges and agrees to abide by the Conditions of Purchase set forth herein. All of the Conditions of Purchase cited here constitute important parts of Seller's Agreement with the University and may materially affect Seller's rights and obligations with respect to Seller's transaction with the University. Seller should review the Conditions of Purchase and be sure Seller understands their rights and obligations before accepting this purchase order.
2. **INVOICES:** All invoices are to be sent to Accounts Payable, UNC Charlotte, 9201 University City Boulevard, Charlotte, NC 28223-0001. It is preferred that invoices be emailed to [imagenowap@uncc.edu](mailto:imagenowap@uncc.edu). Each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
3. **TAXES:** The University does not pay state or federal taxes unless otherwise required under law or regulation. UNC Charlotte is NC Sales & Use Tax Exempt, #400019.
4. **ORDER QUANTITIES:** The University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.
5. **PURCHASE AGREEMENT:** The University is not responsible for goods delivered or services performed without a written purchase order.
6. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to UNC Charlotte per the State Budget Act and GS 143 (C).
7. **HAZARDOUS MATERIALS:** Material Safety Data Sheets on all chemicals should be forwarded to the UNC Charlotte Purchasing Office prior to shipment of materials.
8. **STANDARDS:** The State of North Carolina requires that all electrical items within state owned facilities meet standards of safety required by OSHA standards, Subpart S of 29 CFR Part 1910 and that these items be certified to be safe for use by a Nationally Recognized Testing Laboratory (NRTL).
9. **SUB-CONTRACTING:** Unless otherwise noted, the contractor shall furnish all material and labor required for the work outlined in these specifications. Unless authorized in writing by the university, the contractor MAY NOT subcontract this work to any other company. All work shall be performed by workers who are employees of the contractor.
10. **GOVERNING LAW:** This Purchase Order and the acceptance of it shall be a contract made in the State of North Carolina and governed by the laws thereof.
11. **DEFAULT:** In case of default by the contractor, UNC Charlotte may procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred thereby. In the event of default by the Contractor under this contract, the University may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the University has with the Contractor, and suspend the Contractor from doing future business with the University. Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University, and suspend the Contractor from doing future business with the University.
12. **IRAN DIVESTMENT ACT:** As set out in G.S. 147-86.59, any vendor identified as engaging in investment activities in Iran (as determined by appearing on the current Final Divestment List created by the NC State Treasurer under G.S. 147-86.58) is ineligible to contract with the State of North Carolina or any political subdivision of the State. Acceptance of this purchase order or shipment of goods in response to the order constitutes vendor's certification that Vendor does not appear on the Treasurer's Final Divestment List at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.
13. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State laws, including the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, disability, or protected veteran status.  
If this purchase involves software or electronic media, Contractor warrants that its product or service complies with Section 508 of the Rehabilitation Act of 1973, as amended, and WCAG 2.0 AA with respect to accessibility for individuals with disabilities.
14. **E-VERIFY:** As required by section 143-48.5 of the North Carolina General Statutes (Session Law 2013-418), the contractor certifies that it, and each of its subcontractors, complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.
15. **PAYMENT TERMS:** UNC Charlotte payment terms are Net 30 days.