

## UNC CHARLOTTE PURCHASE ORDER TERMS AND CONDITIONS

1. **ORDER ACCEPTANCE:** In accepting this purchase order ("PO"), Vendor acknowledges and agrees to abide by the terms and conditions of purchase set forth herein. The conditions of purchase cited here constitute Vendor's entire Agreement with the University and provide Vendor's rights and obligations with respect to this transaction. Any terms or conditions attached to, referenced in, or embedded within Vendor's quote, invoice, or proposal are expressly rejected and will be null and void unless and until accepted by an authorized representative of University in writing. Vendor should review the PO and be sure Vendor understands their rights and obligations before accepting this PO.
1. **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@charlotte.edu](mailto:imagenowap@charlotte.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.
2. **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.
3. **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 Vendor's expense.
4. **PURCHASE AGREEMENT:** The University is not responsible for goods delivered or services performed without a written PO.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to UNC Charlotte per the State Budget Act and GS 143 (C). University may terminate this PO in the event of unavailable funding or changed circumstances.
6. **HAZARDOUS MATERIALS:** Material Safety Data Sheets on all chemicals should be forwarded to the UNC Charlotte Purchasing Office prior to shipment of materials.
7. **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).
8. **SUB-CONTRACTING:** Unless otherwise noted, the Vendor will furnish all material and labor required for the work outlined in these specifications. Unless authorized in writing by the university, the Vendor MAY NOT subcontract this work to any other company. All work shall be performed by workers who are employees of the Vendor.
9. **GOVERNING LAW:** This PO and the acceptance of it shall be a contract made in the State of North Carolina and governed by the laws thereof.
10. **DEFAULT:** In case of default by the Vendor, UNC Charlotte may procure the articles or services from other sources and hold the Vendor responsible for any excess cost incurred thereby. In the event of default by the Vendor under this contract, the University may immediately cease doing business with the Vendor, immediately terminate for cause all existing contracts the University has with the Vendor, and suspend the Vendor from doing future business with the University. Upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the University may immediately terminate, for cause, this contract and all other existing contracts the Vendor has with the University, and suspend the Vendor from doing future business with the University.
11. **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 PO or shipment of goods in response to the PO 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>.
12. **FAIR HIRING:** The Vendor will comply with all Federal and State laws regarding fair hiring and employment, including the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a), 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.
13. **ACCESSIBILITY:** If this purchase involves software or electronic media ("Technology"), Vendor warrants that the Technology complies with Section 508 of the Rehabilitation Act of 1973 and the Web Content Accessibility Guidelines (WCAG) 2.1, Level A and Level AA standards, in alignment with Title II of the Americans with Disabilities Act (ADA). Vendor is solely responsible for ensuring the Technology is perceivable, operable, understandable, and robust for individuals with disabilities. Upon notice of any accessibility barrier or complaint, Vendor will promptly remediate the Technology at no cost to the University or provide an immediate, reasonable accommodation. Vendor agrees to indemnify and hold the University harmless from any claims arising from the inaccessibility of its Technology.
14. **E-VERIFY:** As required by section 143-48.5 of the North Carolina General Statutes (Session Law 2013-418), the Vendor 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.
16. **ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C.G.S. § 147-64.7, the State Auditor and the University's internal auditors will have access to persons and records of the Vendor to verify compliance with this PO and the proper expenditure of State funds. The Vendor shall retain all records pertaining to this PO for a period of three (3) years after final payment.