

Duquesne University
Terms and Conditions

Revised March 2017

1. Vendors must include the University's Purchase Order Number and Vendor Number on all invoices and shipping documents. Failure to do so may cause return of goods and/or invoice at vendor's expense. Invoices for future goods or services delivered without an authorized purchase order in advance will not be processed for payment.
2. Send all invoices to Duquesne University – Procurement & Payment Service 600 Forbes Avenue Pittsburgh PA 15282 or by email to apdept@duq.edu. Invoices sent elsewhere will cause payment delay.
3. If not FOB destination, ship the order pre-paid and include shipping charges on the invoice. We reserve the right to cancel an order in case of delay in processing the order, or its shipment. We will not be responsible for materials supplied without a written purchase order, or materials for which costs exceed the prices on this order.
4. All inquiries regarding purchase orders, invoices, or payment inquiries should be directed to the Duquesne University Procurement & Payment Services Department (412) 396-6359.
5. Ship To: To ensure that delivery is made to the correct location, please address all shipments as noted on the front of this order. All correspondence, packages, and invoices must indicate the Purchase Order Number, Department Name, and Ship-to Address. Packages that are otherwise addressed may be returned to seller.
6. Vendor Warranty: The Vendor herein warrants and covenants that the subject merchandise complies with all applicable federal, state and local statutes, rule and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased or rented. Orders are subject to inspection upon delivery, and any rejected material will be returned at vendor's expense.
7. Insurance- If any such work covered by this order is to be done on Buyer's premises, Seller agrees to carry and maintain General Liability through a reputable carrier with minimum limits of \$2,000,000 per occurrence and \$2,000,000 aggregate and Workman's Compensation insurance at the required statutory minimum, satisfactory to Buyer. Seller will name the University as additional insured and provide the University with satisfactory proof of insurance prior to providing Services. Seller shall immediately notify the University in writing of any lapse, cancellation or modification of the insurance coverage required herein. Upon request, Seller will furnish written evidence of such insurance coverage.
8. Indemnification- Seller shall release, indemnify, and hold the University, its trustees, officers, employees, students and agents harmless from any and all actual or threatened liabilities, claims, suits, actions, damages, settlements and expenses incurred by or claimed against the University, including reasonable attorney's fees, arising out of Seller's breach of this Agreement, injuries to persons or damages to property in connection with Seller's provision of the Services, Seller's activities and use of the University's facilities or equipment, whether from an occurrence at the property of the University itself, during such use, before or after such use, going to and from such use in or about available parking areas, or otherwise, and NOTWITHSTANDING ANY NEGLIGENCE THAT MIGHT BE ALLEGED AGAINST, OR ATTRIBUTED TO THE UNIVERSITY OR ANY PERSON INDEMNIFIED HEREUNDER. Seller further agrees to pay any court costs or attorney's fees incurred or paid by the University to enforce any obligation imposed under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL THE UNIVERSITY'S LIABILITY FOR ANY DAMAGES WHATSOEVER EXCEED THE VALUE OF THE SERVICES SPECIFIED IN THIS AGREEMENT.
9. OSHA Regulation - The item/s furnished on this order must comply with the William Steigers Occupational Safety and Health Act Public Law 91-596 dated December 29, 1970.
10. Duquesne University, in compliance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and other federal laws and regulations, does not discriminate on the basis of race, sex, color, national origin, age, religion, disability, or veteran status in any of its policies, practices, or procedures.
11. The seller shall comply with applicable federal, state, and local ordinances, rules and regulations and shall include the equal employment opportunity and affirmative action clauses prescribed by Section 202 of Executive Order 11246 of September 24, 1965; Section 503 of the Rehabilitation Act of 1973; and Section 402 of the Vietnam Era Veteran's Readjustment Act of 1974, as amended, unless the transaction is exempt. The seller shall comply with Section 302 of the Americans with Disabilities Act of 1990 and agrees not to discriminate against an individual or class of individuals on the basis of disability directly or contractually in the provision of goods and services. All sellers agree to submit reports, certification and other documents as required by such Executive Orders and acts and to incorporate by reference herein all rules, regulations, and orders issued under the authority of any of the foregoing.
12. The Vendor herein warrants that the Vendor is not considered a suspended or debarred party by the Federal Government.