



## General Terms and Conditions

### 1. INSPECTION

The equipment, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by University of Denver (DU) at all times and places. If, prior to final acceptance, any equipment, supplies or services are found to be defective or not as specified, DU may reject them, require Seller to correct them without charge, or require delivery of such equipment, supplies or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by DU, DU may terminate the order in whole or in part. Seller shall bear all risks as to rejected equipment, supplies and services and, in addition to any costs for which Seller may become liable to DU under other provisions of this order, shall reimburse DU for all transportation cost, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted equipment, supplies and service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, DU's rights provided in this Article.

### 2. WARRANTIES

Seller warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance, with any drawings or specifications incorporated or referenced herein and with any samples furnished by the Seller.

### 3. ASSIGNMENT

This order is assignable by DU. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of DU.

### 4. CHANGES

DU may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery of both shall be made. No change by Seller shall be recognized without written approval of DU. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such changes unless DU waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

### 5. LABOR DISPUTES

Seller shall give prompt notice to DU of any actual or potential labor dispute which delays or may delay timely performance of this order.

## 6. TERMINATION AND DELAYS

DU may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time, DU shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by DU with respect to the undelivered or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price. DU may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provision of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services within the time specified or any written extension thereof. In such event, DU may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to DU for any excess costs occasioned DU thereby.

If, after notice or termination for default, DU determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of DU, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of DU, unless DU shall determine that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If DU determines that Seller has been delayed in the work due to causes beyond the control and without the fault or negligence of the Seller, DU may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller, and if such delay is due to failure of DU, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of DU to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of DU provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Article, the word "Seller" includes Seller and his sub-suppliers at any time.

## 7. DISCRIMINATION AND AFFIRMATIVE ACTION

The Seller agrees as a part of this contract that it will comply with all applicable laws regarding discrimination on the basis of race, creed, color, sex, or handicap including but not limited to Executive Order 11246 and 11375 as amended or as may be further amended hereafter.

## 8. INDEMNIFICATION AND INSURANCE.

In the event the Seller, its employees, agents, or subcontractors, enter premises occupied by or under the control of DU in the performance of this order, the Seller agrees that it will be responsible to, and indemnify and hold harmless, DU, its board, officers, and employees, from any loss, cost damage, expense or liability by reason of property damages or personal injury of whatsoever kind or character, arising out of, as a result of, or in connection with such performance occasioned by the negligence or other fault, by act or omission of the Seller, its agents, employees, or subcontractors, and the Seller agrees that it and its subcontractors will maintain general liability insurance in minimum amounts of \$1Million per occurrence/\$2Million aggregate including a minimum \$250,000 fire legal liability, with DU named "additional insured as respects it's interest" in the description

section of the certificate, and will maintain worker's compensation coverage (either by insurance or, if qualified pursuant to law, through a self-insurance program) covering all employees performing this order on premises occupied by or under the control of DU.

9. PATENT INDEMNITY.

Seller shall pay all royalty and license fees relating to the items covered hereby. In the event any third party shall claim that the manufacture, use and sale of these goods covered hereby, infringement of any copyright, trademark or patent, the Seller shall indemnify DU and hold DU harmless from any cost, expenses, damage or loss incurred in any manner by DU on account of any such alleged infringement.

10. DISCOUNT.

Discount time will not begin until receipt of equipment or merchandise and/or the invoice whichever is later.

11. OTHER APPLICABLE LAWS.

Any provisions to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

12. ANTIKICKBACK ACT OF 1986.

Vendor represents that they have not provided or attempted to provide any kickback to any employee or agent of The University of Denver. Vendor further represents that they have not been solicited, accepted, or attempted to accept any kickbacks from any employee or agent of The University of Denver. All reports of possible kickbacks shall be submitted in writing to the Internal Auditing Department, University of Denver, Denver, CO. 80208. Reports may also be made by telephone to 1-303-871-3588.

13. PAYMENT TERMS

- [Payment Plus](#) (Payable Immediately)
- ACH Net 30 (Payable in 30 Days)
- Checks Net 45 (Payable in 45 Days)