Mercer Engineering Research Center (MERC), an operating unit of The Corporation of Mercer University

TERMS OF PURCHASE

1. We will not be responsible for any goods delivered without purchase order.
2. Send separate invoice for each purchase order number.
3. Deliver no invoice to employees. Send invoices to accountspayable@merc-mercer.org.
4. No boxing, packing or cartage charges will be allowed unless specially authorized on the face of this order.
5. Packing slip must accompany each shipment.
6. Vendors are limited to three deliveries to complete this order unless specifically otherwise advised.
7. If this purchase order is not accepted exactly as written, return at once with explanation.
8. It shall be understood that the cash discount period will date from the receipt of the invoice or merchandise, whichever is later.
9. It is a condition of this order, and by filling it you will be deemed to have agreed, that in case any article sold and delivered to this company hereunder shall be protected by any patent or copyright you will indemnify and save harmless this company from and against any and all suits, claims, judgments and cost instituted or recovered against it by any person or persons whomsoever on account of the use or sale of such article by this company in violation of rights under such patent or copyright.
10. Vendor shall keep all goods in which Mercer Engineering Research Center has any interest insured against risk of loss or damage for their full value at Vendor's expense during such time as they remain in Vendor's possession. Risk of loss shall not pass to Mercer Engineering Research Center until the goods have actually been received and accepted by Mercer Engineering Research Center.
11. MERC shall have the right to inspect the goods at delivery before accepting them.
12. MERC may reject any goods damaged or otherwise not in compliance with the description contained on the face of this Order. Rejected goods will either be returned promptly to the Vendor at Vendor's expense (for both outbound and inbound shipments) or will be accepted with an equitable adjustment in price. Upon notification of rejection, Vendor will issue credit for rejected goods and ship replacement order immediately.
13. In addition to any implied warranties, Vendor expressly warrants that all goods will conform to any drawings, specifications, samples or other descriptions furnished by MERC or the Vendor, and will be fit and sufficient for the purpose intended of good materials and workmanship, and free from defect. This express warranty shall not be waived by acceptance of the goods or payment for them by MERC.
14. All disputes arising under hereunder shall be arbitrated. Either party hereto may make a demand for arbitration in writing via certified mail. One arbitrator may be agreed upon, otherwise there shall be three. One will be named in writing by each party within ten days after demand is received, and a third will be chosen by the two appointed. If there is one arbitrator, his/her decision shall be binding; if there are three, the decision of any two shall be binding. The arbitrators will follow the rules of the American Arbitration Association.
15. The Vendor represents that it has absolute title to and full right to dispose of the goods described on the face of this Order without violating or infringing upon the rights of any third party; that there are no liens, claims or encumbrances of any kind whatsoever against such goods; and that it will warrant and defend the same against the claims and demands of all persons.
16. No right or interest in this Purchase Order shall be assigned, or delegation of any obligation made, by Vendor without the written permission of MERC. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
17. MERC is an equal opportunity/affirmative action employer. We hereby incorporate by reference as part of this purchase order the applicable provisions of Executive Order 11246 (covering race, color, religion, sex and national origin): the Vietnam Era Veterans Re-adjustment Assistance Act of 1974, as amended; and the Rehabilitation Act of 1973. Pursuant to Executive Order 11246, and particularly 41 C.F.R. Sec. 60-1.8, the Vendor hereby certifies that he does not and will not maintain any facilities in a segregated manner, or permit his employees to perform their services at any location under his control where segregated facilities are maintained. Vendor further agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations concerning equal employment opportunity. **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), veterans or individuals with 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**
18. This Purchase Order shall be governed by the laws of the State of Georgia.
19. Terms if not shown: Net 30.
20. Seller agrees to comply with all applicable provisions listed in Attachment I located at http://www.merc-mercer.org/FAR-DFARFlowdownClauses. With acceptance of this purchase order the seller certifies there is no exclusion from participation in federally funded activities as a result of suspension or debarment.
21. The Sales and Use Tax Exemption Number assigned to MERC as an operating unit of The Corporation of Mercer University is 011-43-02011-7. Goods that are bought and remain the property of MERC are not subject to Sales Tax.
22. All correspondence, phone calls or other communications concerning this order must be directed to this office. Phone number: (478) 953-6800 and Fax Number (478) 953-6814.
23. MERC does not discriminate on the basis of age, race, color, national and ethnic origin, sex or disability.