



AMERICAN UNIVERSITY

W A S H I N G T O N, D C

OFFICE OF PROCUREMENT & CONTRACTS

GENERAL PROVISIONS OF SALE OF GOODS TO AMERICAN UNIVERSITY

1. **OFFER AND CONTRACT:** The following terms, conditions and certifications apply to all American University Purchase Orders, in addition to any terms set forth on the face of an individual purchase order (the "Order"), and any plans, specifications or other documents attached or incorporated by reference therein. American University ("AU") hereby gives notice of its objection to any different or additional terms. Purchase Orders are valid only as written. If price, terms, shipping date or any other expressed condition of the Order is not acceptable, AU must be notified and must accept in writing any variation prior to shipment or delivery. AU will not be responsible for payment of goods or services furnished without a written or electronic Order or Agreement. Seller warrants that it is the sole owner of the described goods and services and has the unrestricted right to convey a clear title to AU with no encumbrances.
2. **ACCEPTANCE:** The Order shall be deemed to have been accepted (i) in the absence of written notification of non-acceptance by the Seller within a reasonable period of time, or (ii) upon timely delivery of the products identified herein to the shipping address specified on the face of the Order.
3. **CONFIRMATION OF ORDERS:** Confirmations of orders should be sent to the Procurement & Contracts Department, American University, 4400 Massachusetts Ave., N.W., Washington, D.C. 20016-8063.
4. **CHANGES:** AU may make changes to the Order at any time by giving written notice to Seller. If such changes affect the pricing or amount of the Order or the time required for performance of the Order, then an equitable adjustment in the price or date of delivery or both will be made. No change by Seller is allowed without written approval of AU. Nothing in this paragraph excuses Seller from delivering the goods and services described in the Order.
5. **ASSIGNMENT:** No part of the Order may be assigned, transferred, or subcontracted by Seller without AU's prior written approval.
6. **TERMINATION FOR CONVENIENCE OR CAUSE:** AU may terminate the Order or any part thereof for its sole convenience. Seller shall be paid a reasonable termination charge consisting of a pro rata percentage of the Order price reflecting the percentage of work performed prior to notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for work performed or costs incurred after receipt of notice of termination, or for costs incurred by Seller's suppliers that Seller reasonably could have avoided. AU may terminate the Order or any part hereof for cause if Seller defaults, fails to comply with any terms and conditions of the Order, becomes insolvent or files for bankruptcy protection.
7. **DELIVERY:** The Purchase Order number must appear on all packing slips and packing materials. If delivery of goods or services is not complete within the time specified, AU may, without liability, terminate the Order, by notice effective when received by Seller, as to goods not yet delivered or services not yet rendered. Acceptance of any part of the Order shall not bind AU to accept any future shipments nor deprive it of the right to return goods already accepted. All shipments are FOB Destination unless otherwise specified. The Central Receiving Department may redirect delivery on the campus without additional payment. Receiving Hours are from 9:00 am to 5:00 pm (EST). Sellers/Carriers must request a delivery appointment 24 hours (48 hours when over a weekend or holiday) in advance of delivery to Central Receiving (202) 885-2050. Sellers are responsible for informing Carriers of this notification requirement.
8. **NONCONFORMANCE:** All goods and services not in compliance with the specifications of the Orders or shipping instructions, or quantities specified, or shipping containers may be rejected by AU and returned

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to Seller at its expense and risk. Purchaser may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. These remedies afforded to Purchaser shall not be exclusive.

9. **CONFIDENTIALITY:** Seller will keep information communicated by AU confidential using at least the same effort it would use to keep its information confidential. The Seller will treat all such information as confidential, whether or not it is identified as confidential. Seller will not disclose to any third party or use any reports recommendations, opinions, and/or conclusions which Seller may provide to AU as part of his/her goods and services.
10. **INDEMNIFICATION:** Seller shall defend, indemnify and hold AU harmless from and against all claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind or nature for bodily injury, death, property damage, or other damages of any kind incurred by AU, its employees, or third parties arising under this Agreement.
11. **FORCE MAJEURE:** AU may delay delivery, performance, or acceptance of the goods or services ordered hereunder in the event of causes beyond its control. AU shall be responsible only for Seller's direct additional costs incurred by holding the goods or delaying performance of this Agreement at AU's request.
12. **WARRANTIES:** Seller expressly warrants all goods delivered under the Order to be free from defects in material and workmanship and to be of the quality, size and dimensions ordered. This express warranty shall not be waived by reason of the acceptance of the goods or payment therefore by AU.
13. **INVOICING & PAYMENT:** Payment is net 30 unless otherwise specified. Net 30 will be defined as payment 30 days after the receipt of an invoice referencing a valid AU Purchase Order Number. The original and two copies of each invoice must be submitted to AU. Invoices should be mailed to Accounts Payable/Office of the Controller, AMERICAN UNIVERSITY, 4400 Massachusetts Ave., N.W., Washington, D.C. 20016-8020. AU shall pay all undisputed invoices within thirty (30) days of receipt. Invoices must clearly identify the items provided, AU Purchase Order Number, Seller Invoice Number, Serial Numbers of items provided (if applicable), Service Date and the remittance address for check mailing. The Controller may reject any invoice which does not contain the required data. Payment for goods or services provided under the Order shall not constitute acceptance thereof.
14. **DISCOUNT PERIOD:** Discount period will start upon the receipt of the goods and/or services at the designated delivery point or receipt of proper invoice whichever is later. Invoices are considered paid on the date of the check.
15. **INDEPENDENT CONTRACTOR:** If Seller's obligations under the Order require the performance of work by Seller, its employees, agents suppliers or subcontractors on AU property or elsewhere, Seller agrees that such work or services shall be performed by Seller, its employees, agents, suppliers or subcontractors as independent contractors, and not as employees of AU, and that such persons doing such work shall not be considered or represent themselves as employees or agents of AU.
16. **TAX EXEMPTION:** AU is a District of Columbia nonprofit, tax-exempt corporation and is exempt from paying sales tax in Virginia (Cert. # SE530196549F04252022), Maryland (Cert. # 31142145), and District of Columbia (Cert. # 350000001934) and federal excise taxes (Cert. # 53-0196549). Seller shall not charge AU for such taxes. Proof of exemption is available upon request.
17. **GOVERNING LAW:** Purchase orders and acceptance thereof shall be deemed made in the District of Columbia and be governed by laws thereof.

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18. **COMPLIANCE WITH LAW:** The Seller and Shipper shall be responsible for proper packing, marking, and preparation of documentation to insure compliance with all laws, rules, regulations, or other requirements of the District of Columbia, state, and federal governments which govern the manufacture, sale, or delivery of the goods and supplies contemplated by the Purchase Order including but not limited to those applicable laws and regulations regarding Hazardous and environmentally Hazardous Material.
19. **COMMITMENT TO AFFIRMATIVE ACTION / EQUAL OPPORTUNITY:** AU is an equal opportunity, affirmative action institution and, as such, operates in full compliance with the laws of the United States and the District of Columbia Human Rights Act of 1977. The policies of equal opportunity, affirmative action, and non-discrimination apply to every aspect of the University's operations and activities generally and that extends to admissions, employment, and access to University programs and services.
20. **INSURANCE:** If this Agreement contemplates Seller performing work either at AU or its customers' sites, then throughout the term of this Agreement, Seller shall maintain the following minimum amounts of insurance with an insurance carrier having an A.M. Best rating of A- VII or better: (i) Workers' Compensation and Employer's Liability as required by law with statutory limits. Employer's Liability shall be provided in the amounts of not less than \$500,000 per each accident for bodily injury, \$500,000 per disease per each employee, and \$500,000 policy limit per disease; (ii) Commercial General Liability against all claims of bodily injury, death, personal injury, coverage for contractual employees, or property damage with a combined single limit of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$1,000,000 products and or completed operations aggregate; and (iii) Commercial automobile liability, for bodily injury and property damage of \$1,000,000 each accident combined single limit with respect to Service Provider's owned, non-owned, hired, or borrowed vehicles, assigned to or used in performance of these Orders.
Prior to starting any work under this Agreement but in no case later than ten (10) days after the Effective Date, Seller shall provide AU with a certificate which confirms that Seller has the above coverages and states that AU shall be notified thirty (30) days prior to any cancellation or non-renewal of any such coverages. If this Agreement does not contemplate Seller performing work either at AU or its customers' sites, then throughout the term of this Agreement, Seller shall maintain insurance in amounts that are reasonable for the work to be performed by Seller.
21. **LIMITATION OF LIABILITY:** In no event shall AU be liable to Seller for any loss of Seller's profits or for any incidental, special, exemplary, or consequential damages incurred by Seller.
22. **PUBLIC RELEASES:** Seller may not use the name, logo, or other proprietary identifying symbols of AU in any way without the prior written consent of AU.
23. **FEDERAL ACQUISITION REGULATIONS:** The following clauses of the Federal Acquisition Regulation (48 CFR Chapter 1) are incorporated herein to the same extent as if they were set out herein in full text: (a) FAR 52.222-26 ("Equal Opportunity", E.O. 11246); (b) FAR 52.222-35 (Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era", 38 U.S.C. sec.4212; and (c) FAR 52.222-36 ("Affirmative Action for Workers with Disabilities", 29 U.S.C. sec793). Copies of these clauses are available online at www.arnet.gov/far.
24. **WEBSITE REFERENCE:** Please see the following website for AU Terms and Conditions for quick reference: [AU Terms and Conditions](#)
25. **COMPETITION OF DOCUMENTS:** The terms and conditions stated herein prevail over any conflicting documents.
26. **DEBARMENT:** Seller represents that it is not currently listed on the Excluded Party List System and/or specially excluded (debarred) from Federal Procurement and Non-procurement Programs, which identifies

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those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. Seller agrees to notify American University of any changes to this status within 10 days of that change.