

Logan University is a private, not for profit, nonsectarian, coeducational institution, created by Charter by the State of Missouri in 1935, realizing exempt status under Internal Revenue Service Code, Section 501(a), as an organization described in Section 501(c)(3). This order/contract (sometimes hereinafter, "PO") is subject to the terms and conditions (hereinafter, "Terms and Conditions") indicated below.

Throughout these Terms and Conditions, Logan University, including all of its members, officers, trustees, employees, volunteers and agents, shall be referred to as "University" and the seller or service provider shall be referred to as "Vendor."

1. Entire Agreement. This PO including the Terms and Conditions constitutes the entire agreement between the parties and the University shall not be bound by any other terms, absent a written modification or other agreement signed by the parties. Acceptance of this order/contract constitutes acceptance of all conditions herein stated. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, contract, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.
2. Invoices and Payment. POs must not be invoiced at prices higher than listed on the PO without authority in writing from the University. Unless otherwise provided in the PO, no invoices shall be issued, nor payments made prior to delivery. Individual invoices must be issued for each shipment. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. Payment is contingent upon acceptance of material. University standard terms for payment shall be Net 30 days from the date of delivery, or date of receipt of correct invoice, whichever is later.
3. Changes. No changes of any type may be made in this order/contract, including changes in quantity, type of goods, delivery date, price, or any other provision of this order/contract, without the University's express written approval.
4. Payment Discounts. Time in connection with discounts offered will be computed from date of delivery or date of receipt of correct invoice, whichever is later.
5. Taxes. The University is a tax exempt entity. Federal excise taxes and all State and local government sales and use taxes shall not be charged by vendor.
6. Delivery. Prices are considered "F.O.B. Delivered" with transportation charges prepaid on all orders to the University, unless otherwise indicated. Time being of the essence of this order/contract, the University reserves the right to cancel this order/contract or any portion of the same if delivery is not made when and as specified, and charge vendor for any loss sustained as a result of such cancellation including, but not limited to, shipping charges.
7. Non-exclusivity. All PO's are non-exclusive, and University does not make any commitment for any minimum or maximum amount of purchase, unless expressly agreed otherwise in writing by University.
8. Inspection and Approval. All material or services furnished must be as specified and will be subject to inspection and approval of University after delivery. The right is reserved to reject and return at the risk and expense of the vendor such portion of any shipment which may be defective or fail to comply with specifications without invalidating the remainder of the order/contract. Express warranties aside, the vendor also warrants that all delivered articles to be free from material or manufacturing defects. In addition, all goods and services must comply with relevant drawings, samples, or specifications and meet the highest professional standards.
9. Standard Warranties. Warranty of Merchantability – Goods provided by vendor under this order/contract shall be merchantable. All goods provided shall be of good quality within the description given by the University, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the University, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

Warranty of fitness for a particular purpose – When vendor has reason to know or knows any particular purpose for which the goods are required, and the University is relying on the vendor’s skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Vendor shall, in providing goods to the University, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the University, at the time of contracting, has no knowledge. Goods provided by vendor shall be delivered free of any rightful claim of any third person by of infringement or the like.

10. Insurance. Vendor shall obtain, and maintain, at all times during the term of this PO, insurance in commercially reasonable forms and amounts, which shall include commercial general liability, automobile liability, employers' liability, & workers' compensation. Vendors shall bear the full cost of such insurance. The University reserves the right to require proof of insurance. Proof of insurance WILL BE REQUIRED for construction service projects.
11. Indemnity. Vendor shall defend, indemnify, protect, and hold harmless and reimburse the University, its members, trustees, officers, agents, representatives, employees, volunteers, students, successors and assigns from and against any and all claims, demands, actions, suits, damages, judgments, liabilities, costs, and expenses, including reasonable attorney’s fees and disbursements, arising out of or in connection with, whether directly or indirectly: (1) Vendor’s performance or non-performance (including the performance or non-performance of its subcontractors) under the PO; (2) Vendor’s representations, warranties, or obligations related to the PO; or (3) violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of Vendor’s goods or services under the PO. Additionally, Vendor agrees to indemnify and hold University harmless against all liability to third parties (other than liability solely the fault of University) arising directly or indirectly from or in connection with any defect in the goods and or actual or claimed violation or infringement of the third party’s trade secrets, trademark, copyright, or patent rights in connection with the sale or use of the goods provided or used by the Vendor. This obligation shall survive performance, expiration or termination of the PO.
12. Assignment and Successors. Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of the University. This PO shall inure to the benefit of and be binding upon Vendor and the University and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to the University.
13. Independent Contractor. Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of the University. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Vendor shall pay when due all applicable employment, income, and local taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the University, and (c) be solely responsible for its acts and those of its employees and agents.
14. Applicable Law and Venue. This PO and Terms and Conditions shall be subject to and governed by Missouri law and the exclusive venue for the resolution of disputes shall be in St. Louis County, Missouri.
15. Discrimination, Harassment, and Sexual Harassment. Logan University prohibits discrimination against any member of its community on the basis of race, color, religion, national origin, sex, sexual orientation, , age, disability, , or veteran status. Harassment, whether verbal, physical, or visual, that is based on any of these characteristics is a form of discrimination. Logan University also prohibits sexual harassment of any member of its

community. This includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. The University's policies on discrimination, harassment, and sexual harassment apply to the conduct of vendors, contractors, and third parties. The vendor shall inform all of its employees, subcontractors and agents (and the employees of their subcontractors and agents) that discrimination, harassment and sexual harassment are a violation of University policy, and will not be tolerated on any University job site or anywhere else on University property. The vendor shall remove from any University job site and University property any of its employees or those of its subcontractors or agents who improperly conduct themselves in any manner toward University students, faculty, staff, or guests, and shall be responsible for any acts by its employees, subcontractors, or agents that violate Logan University's policy.

16. General Government Provisions. All applicable government statutes, rules, regulations, and executive orders are hereby incorporated in this order/contract and made part of any resulting transaction, including FAR 52.249-09 Default and FAR 52.245-01 Government Property, if applicable. The vendor certifies that all materials or services listed in this order/contract have or will be furnished in compliance with and subject to: 1) all applicable federal and state statutes, amendments thereto and regulations issued pursuant thereto, and 2) all applicable orders and regulations of the executive and other departments, agencies, and instrumentalities of the United States.
17. In addition, the vendor certifies that it will comply with all applicable government rules, regulations, and executive orders, including, but not limited to: 1) Environmental Protection issues, 2) Employee Directives covering provisions of the Fair Labor Standards Act as amended and the Davis-Bacon Act as amended, and those covering drug-free workplace/ workforce, and contract work hours, and 3) Specified Administrative Requirements covering buy/fly American and non-delinquency of federal debt. Such rules, regulations, and executive orders are hereby incorporated by reference in this order/contract.
18. Federal Government Provisions, as amended, when applicable:
 - A. The vendor certifies compliance with the following:
 - FAR 52.203-6 Restrictions of Subcontractor Sales to Government
 - FAR 52.203-7 Audit-Kickback Procedures
 - FAR 52.223-3 Hazardous Material Identification and Material Safety Data (when applicable)
 - DFAR 252.227-7037 Validation of Restrictive Markings on Technical Data.
 - FAR 52.225-1 Buy American Act - Supplies
 - FAR 52.247-63 Preference for U.S.-Flag Air Carriers
 - FAR 52.203-11 and P.L. 101-121 Lobbying
 - Subpart 9.5—Organizational and Consultant Conflicts of Interest
 - B. For orders exceeding \$2,500.00, the vendor certifies compliance with the following:
 - FAR 52.222-36 and E.O. 11758, Affirmative Action for Workers with Disabilities.29 USC 651 Occupational Safety and Health FAR 22.10 Service Contracts Act
 - 40 USC 327-330 Contract Work Hours and Safety Standards
 - C. For orders exceeding \$10,000.00, the vendor certifies compliance with the following:
 - FAR 52.215-1 Examination of Records by Comptroller General (if document was entered by negotiation)
 - FAR 52.215-2 Audit Negotiations (if document was entered by negotiation)
 - FAR 52.222-20 Walsh-Healy Public Contracts Act
 - FAR 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans
 - D. For orders exceeding \$25,000.00, the vendor certifies compliance with the following:
 - FAR 52.227-1 Authorization and Consent
 - FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
 - FAR 52.246-16 Responsibility for Supplies
 - FAR 52.209-5 and E.O. 12549 Debarment and Suspension

- E. For orders exceeding \$50,000.00, the vendor certifies compliance with the following:
 - FAR 52.222-26 and E.O. 11246 as amended Equal Opportunity
- F. For orders exceeding \$100,000.00, the vendor certifies compliance with the following:
 - FAR 52.215-10 Price Reduction for Defective Cost or Pricing DATA
 - FAR 52.215-12 and 52.215-13 Subcontractor Cost or Pricing Data (and Modifications thereto)
 - E.O. 11738 Clean Air and Water
 - FAR 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns
- G. For orders exceeding \$500,000.00, the vendor certifies compliance with the following:
 - FAR 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan, as applicable