

**THE FOLLOWING PAYMENT AND OTHER TERMS ARE MADE PART OF THE PURCHASE ORDER**

1. The University of Central Florida (University) shall only pay invoices, not statements. Vendors must display the applicable purchase order number on the face of each of Vendor's invoice to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order provided in writing by a duly authorized University signatory or designee. If Vendor's invoice lists any freight or cartage charges, such invoice must attach all of Vendor's received transportation bills. Vendor's changes to this purchase order are not binding on University unless made in legible writing that is then signed by University's Purchasing Director or designee. Vendor shall return this purchase order to University's Purchasing Department at once with a written explanation if it is not acceptable in its entirety.
2. University's discount period and the payment process do not commence until after University has accepted the ordered items and received correct invoices, whichever is later, unless the University's purchase order, bid specifications, or contract expressly specifies otherwise. Otherwise, the University has ten (10) working days after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. Upon completion of its receipt, inspection, and approval of ordered goods and/or services, University has thirty (30) days from the start date detailed above, to create a payment to the Vendor. If Vendor is not paid within thirty (30) days of University's receipt, inspection, and approval of ordered goods or services, a separate interest penalty will be due and payable to Vendor in addition to the invoice amount, upon written request by the Vendor. Interest penalties of less than ten (10) dollars will not be paid. The payment process will not begin until University receives a properly completed invoice, Finance and Accounting has established a Vendor Ombudsman who acts as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at (407) 882-1000. Further information may be found in University policy 3-208, Prompt Payment Policy.
3. Delivery is to be made to "Ship To" location shown on the face of this purchase order. When delivery is specified to a location other than University's Central Receiving, Vendor shall direct its carrier to telephone the receiving department before unloading. Deliver all shipments between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays. Indicated on the face of this purchase order is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation by University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, ship on a 40" x 48" pallet. Include a packing list showing contents of shipment if shipment is made in two or more containers. No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by University on the face of this purchase order.
4. University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of University and its officers, employees, servants, and agents thereof while acting within the scope of their employment by University. Vendor assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Vendor's officers, employees, servants, and agents, or other persons acting or engaged to act by Vendor in furtherance of the obligations of Vendor under this agreement. University, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by University. University and Vendor further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes. The risk of loss or damage to leased equipment, goods, or property shall not transfer to University except as expressly provided in Florida Statutes 680.219.
5. The University and Vendor must comply with all applicable provisions of: (i) the Vietnam Era Veterans Readjustment Act of 1974; (ii) the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and, (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
6. This purchase order and any attachments and/or addenda hereto that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. In the event of any conflict or inconsistency between this purchase order and the provisions of attached documents, the order of priority is: University's invitation to bid/request for proposal, if any; this purchase order; Vendor's bid or proposal, if any; and, any other documents executed by University's duly authorized signatory.
7. This purchase order and any attachments and addenda hereto are subject to and governed by Florida laws including, without limitation, Section 768.28, Florida Statutes, which is incorporated by reference into this purchase order and its terms. Venue for any action arising hereunder shall be in Orange County, Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer, and approved in accordance with applicable University policies or rules. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the bid limit provided for in section 287.017 of the Florida Statutes, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By accepting this PO, Vendor is certifying this purchase is from an entity that is not suspended, debarred, or otherwise excluded. Neither party shall be required to perform under this purchase order or any attachments or addenda hereto executed by University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This purchase order and any attachments and addenda hereto executed by University's duly authorized signatory may not be altered, amended, or assigned without the prior written agreement of all the parties.

**THE VENDOR AGREES THAT ANY DELIVERY MADE BECAUSE OF THIS PURCHASE ORDER SHALL INDICATE HIS/HER ACKNOWLEDGMENT OF THIS ORDER AND ACCEPTANCE OF ALL TERMS AND CONDITIONS EXACTLY AS WRITTEN.**