**PURCHASE ORDER NO.**
This purchase order number must appear on all invoices, packages, lading and correspondence.

**CONDITIONS OF PURCHASE:**
1. In accepting this order, Seller acknowledges and agrees to abide by the Conditions of Purchase set forth here and as set forth in further detail on the University’s website http://www.rowan.edu/purchasing. All of the Conditions of Purchase cited both here and on the website constitute important parts of Seller’s Agreement with the University and may materially affect Seller’s rights and obligations with respect to Seller’s transaction with the University. Seller should review the Conditions of Purchase and be sure Seller understands its rights and obligations before accepting this purchase order. Consult with Seller’s attorney if Seller has any questions. If Seller does not have web access, contact the Purchasing Office for a printed copy of the information.
2. Invoices must be mailed to Rowan University, Accounts Payable, 201 Mullica Hill Rd, Glassboro, New Jersey 08028, on day of shipment. Please direct inquiries concerning invoices to 856-256-4115.
3. FOB Destination. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.

**Account Codes:**

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**DELIVERY:** 8 a.m. - 3 p.m. Mon.-Fri. 24-hour notice for large deliveries is requested.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
</table>

**DISCOUNT:** .00
**ADD'L CHARGES:** .00
**TOTAL TAXES:** .00

**PO Total**

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**NOTE TO SELLER:** The University is a tax-exempt public educational institution. Tax Exempt # 222 764 819

For information about this PO, please contact:
Purchasing Department
201 Mullica Hill Rd, Glassboro, NJ 08028
856-256-4171
Fax 856-256-5623
BUYER:

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Authorized Signature(s)
Rowan University
1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

2. LIABILITIES

2.1 LIABILITY CONTRACTOR. The Contractor shall hold and save Rowan University and its officers, agents, employees, assigns and sub-contractors, harmless from liability of any nature in kind or for or on account of the use of any apparatus or equipment used in the performance of the term of the Contractor. At any time during the term of the Contractor, the Contractor shall be responsible for all loss or damage to any property owned by Rowan University, its officers, agents, employees, assigns and sub-contractors, resulting from negligence or omission of the Contractor or any of its employees or agents, and shall indemnify and save for the defense of Rowan University, its officers, agents, employees, assigns and sub-contractors, in connection with said loss or damage, any suits, claims, liabilities, judgments, costs or expenses incurred in defense thereof. In account of the loss of, damage to, or destruction of, property, claims, suits, losses, demands, judgments, costs or expenses in connection therewith, the Contractor shall defend, protect and indemnify Rowan University, its officers, agents, employees, assigns and sub-contractors, for any injury to the person or property of Rowan University, its officers, agents, employees, assigns and sub-contractors, arising from the use of any apparatus or equipment used in the performance of the term of the Contractor.

2.2 COMPLIANCE WITH LAWS. The Contractor must comply with all state, local, federal and other regulations applicable to this contract and to the work to be done hereunder.

3. TERM OVERGIVING ALL PROPOSALS TO ROWAN UNIVERSITY

3.1 CONTRACTOR. The amount estimated the amount of the contract, as stated is Rowan University's Awarded Bid Proposal form, shall not be exceeded as the maximum or the minimum amount which the Contractor is obligated to provide as the result of the proposals or any contract entered into as a result of said solicitation.

3.2 INDEMNIFICATION. The Contractor shall indemnify, release and defend Rowan University, its officers, agents, employees, assigns and sub-contractors, harmless from any and all claims, demands, losses, judgments, suits, liabilities, injuries, damages, expenses, losses and costs in connection herewith on account of the performance of the term of the Contractor. The Contractor shall, at his or her own expense, defend, protect and indemnify Rowan University, its officers, agents, employees, assigns and sub-contractors, for any injury to the person or property of Rowan University, its officers, agents, employees, assigns and sub-contractors, arising from the use of any apparatus or equipment used in the performance of the term of the Contractor, in the event of the occurrence of any accident or injury, in connection herewith, to the Contractor or any of its employees or agents, and shall indemnify and save for the defense of Rowan University, its officers, agents, employees, assigns and sub-contractors, in connection with said accident or injury any suits, claims, liabilities, judgments, costs or expenses incurred in connection therewith, the Contractor shall defend, protect and indemnify Rowan University, its officers, agents, employees, assigns and sub-contractors, for any injury to the person or property of Rowan University, its officers, agents, employees, assigns and sub-contractors, arising from the use of any apparatus or equipment used in the performance of the term of the Contractor.

3.3 COMPLIANCE WITH LAWS. The Contractor must comply with all state, local, federal and other regulations applicable to this contract and to the work to be done hereunder.

4. TERMINATION OF CONTRACT

4.1 TERMINATION. Either party may terminate this contract by written notice to the other party, at any time during the contract term, if the other party has failed to perform or to fulfill any of its obligations under the contract, or if the other party has been declared bankrupt or has made any assignment for the benefit of creditors or has become a party to any arrangement or proceeding for reorganization or liquidation, or if, in the opinion of the terminating party, the continued performance of the contract by the other party is no longer practicable.

5.1 PAYMENT. Payment will be made upon receipt of a bill, invoice or other document which is satisfactory to the University and meets all the terms and conditions of the contract. All payments shall be made to the order of the Contractor.

6. DISCOUNTS

6.1 Discount for prompt payment. A 1% discount may be taken if payment is received within 10 days of the invoice date. Failure to pay within this period will result in a 1% surcharge on the invoice amount. If payment is not received within 30 days of the invoice date, the account will be subject to collection action.

7. HAZARDOUS MATERIALS

7.1 Hazardous materials. All equipment and materials furnished under this contract shall be manufactured from materials that are not hazardous or non-hazardous, as determined by the United States Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA). All equipment and materials shall be designed, manufactured, and furnished in accordance with the applicable regulations of the EPA and OSHA. All equipment and materials shall be labeled with all necessary hazard warnings and symbols.

8. STORAGE ON CAMPUS. All equipment and materials shall be stored in accordance with the applicable regulations of the EPA and OSHA. All equipment and materials shall be stored in a safe and secure location. All equipment and materials shall be handled and transported in accordance with the applicable regulations of the EPA and OSHA.

9.CLAIMS AND COMPLAINTS. Any claims or disputes arising out of this contract shall be resolved through the University's dispute resolution process.