

**GENERAL TERMS AND CONDITIONS**  
**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF PURCHASE ORDER**

---

- 1) **NOTE:** Texas A&M University-Kingsville is an agency of the State of Texas and the Laws of the State of Texas must prevail. The terms Texas A&M University-Kingsville, University, State, and State of Texas shall have the same legal meaning and shall be considered as completely interchangeable in this document or any subsequent document.
- 2) Ship all merchandise FOB Destination Freight Allowed unless stated otherwise on the face of this document. The University cannot accept freight collect shipments.
- 3) Purchases made for State use are exempt from the State Sales Tax and Federal Excise Tax. Exemption Certificate will be furnished by Texas A&M University-Kingsville on request.
- 4) All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated. Oral agreements to the contrary will not be recognized.
- 5) Manufacturer's standard warranty shall apply unless otherwise stated.
- 6) No substitutions or cancellations permitted without written approval of Texas A&M University-Kingsville.
- 7) Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from authorized agent of the University.
- 8) Vendor must keep the University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes Agency to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 9) All goods will be subject to inspection and test by the University to the extent practicable at all times and places. In the event tested products fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at the University's option, be returned to the vendor or held for disposition at vendor's risk and expense. Latent defects may result in revocation of acceptance.
- 10) Vendor shall submit an itemized invoice showing Purchase Order Number, Payee Identification Number, Name of University as Payee, Vendor Name as it appears on the P.O., a Description of each Item Numbered in Correspondence with the P.O. Line Item Numbers, Line Item Quantity, Line Item Unit Pricing, Line Item Extended Pricing, Discount, Net Total, Shipment Date, and P.O. Date on all copies. The University will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested valid invoice.
- 11) Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
- 12) Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate
- 13) Under Section 2155.004 of the Texas Government Code (relating to the collection of state and local sales and use taxes), the vendor certifies that the individual or business entity named in this order is not ineligible to receive the specified contract and that the contract may be terminated and/or payment withheld if this certification is inaccurate.
- 14) The Texas A&M University System Members are federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224. (<http://www.whitehouse.gov/news/orders>) Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM, <https://www.sam.gov/portal/SAM>) which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

- 15) The vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
- 16) NOTE TO VENDOR: Any Vendor's terms and conditions resulting from the acceptance of this order may not be considered and may result in cancellation of the purchase order. (e.g. orders with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.)
- 17) DISPUTE RESOLUTION: The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUK and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to Executive Director of Strategic Sourcing and General Services of TAMUK, who shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.
- 18) MATERIAL SAFETY DATA SHEET: Vendor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheets(s) (MSDS) with each shipment related to this P.O. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.
- 19) All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.
- 20) PUBLIC INFORMATION ACT: Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Any submittals to the University that may become part of the order that is of a confidential nature must be clearly and prominently marked as such by the vendor
- 21) NON-APPROPRIATION OF FUNDS: Funds are contingent on the availability of appropriations by the Agency and the Texas Legislature. If the Agency or the Texas Legislature fails to continue funding for the payments due under an order referencing this contract, the order will terminate as the date that the funding expires, and the Agency or State will have no further obligation to make any payments.
- 22) EQUAL OPPORTUNITY: Texas A&M University-Kingsville is committed to equal opportunity and affirmative action. The successful vendor must pledge to comply with equal opportunity laws and that it will not discriminate against any employee or application for employment because of race, color, creed, religion, national origin, sex, age, job related handicap, or marital status.
- 23) OSHA STATEMENT: Seller represents and warrants that all articles and services covered by this purchase order meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91:596) and its regulations in effect or proposed as of the date of this order.
- 24) CERTIFICATION OF NONSEGREGATED FACILITIES OF EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE: If this order exceeds \$10,000.00 or if the seller anticipates or has a history of exceeding \$10,000.00 in sales to Texas Cooperative Extension within any continuous twelve month period, the acceptance of this doc will signify his compliance with the provisions of SECTION 202 of EXECUTIVE ORDER 11246 pertaining to Equal Employment Opportunities effective September 24, 1965 and its amendment EXECUTIVE ORDER No. 11375 effective October 13, 1967 insofar as Section 202 is affected by changing the word "creed" to "religion" and by adding the word "sex".
- 25) CERTIFICATION OF NONSEGREGATED FACILITIES: By the acceptance of this order, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification the term "segregated facilities" means any waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin,

because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, that he will retain such certification in his files and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods)

- 26) Vendor represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this purchase order (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule 206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then the Agency may terminate this Agreement and vendor will refund to the Agency all amounts the Agency has paid under this purchase order within thirty (30) days after the termination date.
- 27) EXPORT ADMINISTRATION. Client acknowledges that (a) TAMUK is subject to United States laws and regulations controlling the export of technical data, software, laboratory prototypes, and other commodities; (b) the results of the Project are expected to be ordinarily published and shared broadly with the scientific community, and therefore are expected to constitute "fundamental research" as defined under the International Traffic in Arms Regulations (ITAR, 22 CFR Sections 120-130) and the Export Administration Regulations (EAR, 15 CFR Sections 730-774); and (c) TAMUK's obligations under this Agreement are contingent upon compliance with such laws and regulations. If Client intends to provide TAMUK with any materials that are subject to export control, Client shall notify TAMUK in writing in advance of the disclosure, and TAMUK shall advise Client if it desires to take receipt of the export-controlled materials. Neither party may export or re-export any United States-origin technology, software, or products, or the direct products of that technology, software, or products under this Agreement in violation of United States export control regulations.
- 28) CONFLICT OF INTEREST: By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- 29) PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: By executing this Agreement, the PROVIDER certifies it does not and will not, during the performance of this contract, boycott Israel. PROVIDER acknowledges this Agreement may be terminated if this certification is inaccurate.
- 30) CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated if this certification is inaccurate.
- 31) PUBLIC INFORMATION
  - A. Contractor acknowledges that Texas A&M University-Kingsville is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
  - B. Upon Texas A&M University-Kingsville's written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise accepted from disclosure under Chapter 552, Texas Government Code, to Texas A&M University-Kingsville in a non-proprietary format acceptable to Texas A&M University-Kingsville. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M University-Kingsville has a right of access.
  - C. Contractor acknowledges that Texas A&M University-Kingsville may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.