



University of West Georgia
STANDARD
TERMS AND CONDITIONS

1. Supplier shall transfer and deliver to the User Entity named all of the goods and/or services described herein for the consideration set forth herein.
2. Delivery shall be made to the address listed on the Purchase Order and within the time specified.
3. Risk of loss of the goods shall pass to User Entity upon acceptance only.
4. Title to the goods shall remain with Supplier until acceptance by User Entity.
5. Supplier warrants that the goods are merchantable and as described herein.
6. University of West Georgia (UWG) shall have the right to inspect the goods at the time and place of delivery.
7. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
8. No right or interest in the contract shall be assigned by Supplier without the written permission of UWG and the Department of Administrative Services, and no delegation of any obligation owed or of the performance of any obligation by Supplier shall be made without the written permission of UWG and the Department of Administrative Services. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
9. This agreement shall be governed in all respects by the laws of the State of Georgia.
10. Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax.
11. This issuance of this order does not and will not violate the provisions of sections 45-10-20 et. seq. of the Official Code of Georgia Annotated.
12. Any and all cuts, negatives, positives, artwork, plates, engravings, and other materials owned by the University of West Georgia (UWG) or paid for in any UWG printing order shall become and remain UWG property and shall be delivered to UWG upon request.
13. Invoices should be submitted directly to UWG, and this purchase order number should be shown on each invoice submitted.

14. In the event that this order is issued with an attached Entity Contract or Standard Entity Agreement, the terms and conditions of such latter document shall govern in the event of any conflict with these terms and conditions.

15. Drug Free & Tobacco Free Workplace

The University of West Georgia became a tobacco-free campus on August 1, 2014. This is in accordance with University System of Georgia policy, which states that the use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by the USG or its affiliates is expressly prohibited. Tobacco Products are defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes. The policy applies to all employees, students, contractors, subcontractors and visitors and is applicable 24 hours a day, seven days a week, at all indoor and outdoor spaces. Also, all events hosted by UWG or on behalf of UWG shall be tobacco and smoke free.

The full policy is available at: <http://www.usg.edu/policymanual/section9/C503>).

The Contractor hereby certifies as follows:

- (i)** Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- (ii)** If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii)** Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i)** Contractor has made false certification here in above; or
- (ii)** Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
- (iii)** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

16. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.
17. Prices stated are F.O.B. destination.