

University of Mississippi Terms and Conditions:

All purchases are governed by the University of Mississippi (“UM”) terms and conditions as listed below:

Notwithstanding anything contained in Vendor’s terms and conditions, in any agreement by and between Vendor and UM, or in any quotation, voucher, or document which our purchase order accompanies or to which it is attached (hereinafter collectively referred to as the “Agreement”), in the event of any conflict between the terms of the Agreement and the purchase order, the terms of the purchase order shall control. Any terms in the Agreement which purport to modify or are in conflict with the terms of the purchase order are hereby deleted, and replaced with the terms in the purchase order. By accepting UM’s purchase order and/or by supplying the goods and services which are the subject matter of the Agreement without objection, Vendor expressly agrees to be bound by the terms of the purchase order; expressly acknowledges that the terms of the purchase order supersede the terms of any Agreement which the purchase order accompanies or to which it is attached; and expressly acknowledges that no agreement, or understanding, oral or written, which purports to modify the terms of this purchase order, whether such be contained in any of Vendor’s prior or subsequent receipts, invoices, quotations, order confirmations, purchase orders, shipping forms or any other documents, shall be binding on UM. The terms of the purchase order may only be amended by a writing which specifically references the purchase order, and is signed by a duly authorized officer of Vendor and an authorized signatory of UM.

Shipments – All shipments associated with the purchase order should have the purchase order number clearly displayed on the shipping label and the packing list.

Invoices – Show the purchase order number on the invoice. Discount period is to be calculated from date invoice or material is received, whichever is later. FOB Destination, Freight Prepaid and Allowed.

Substitutions – Substitutions or price increases will not be accepted without prior written approval of the Director of Procurement. Any deviation in the original specification and/or price by the vendor will not be paid by the University unless cleared in advance by the Procurement Services Department.

Cancellation – The University of Mississippi reserves the right to cancel all or any part of the order not shipped in accordance with the Vendor’s quotation and UM terms and conditions.

By accepting the Purchase Order or any part of it, the vendor certifies that it, or its principals, are not debarred, suspended, or proposed for debarment by the Federal Government. Debarment, suspension, or proposed debarment by the Federal Government constitutes grounds for automatic termination of the Purchase Order.

The University of Mississippi is an equal opportunity employer. Any supplier, contractor, and subcontractor of the University must comply with Executive Order 11246 and shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. For related information, please see the UM policy directory at www.olemiss.edu/policies .

The purchase of materials and/or services furnished or provided by our purchase order shall be governed by the laws of the State of Mississippi.

The Vendor recognizes and acknowledges that UM, as a political subdivision of the State of Mississippi, is issuing the purchase order, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of the purchase order or Vendor's accompanying documents that is in any respect not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid.

Pursuant to Mississippi law, UM is exempt from state sales and use taxes. UM will not pay excise, personal property, income, value added, or similar taxes. If the Vendor is liable for such taxes, the Vendor shall take such into consideration in pricing. It is the Vendor's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible tax liabilities in connection therewith.

The University of Mississippi ["UM"], despite any contrary provision contained in any contract to which UM is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies,. All provisions to the contrary in any contract to which UM is a party are hereby null, void, and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which UM is a party:

1. UM does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
2. UM does not make any warranty.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
3. UM does not waive any claim: past, present, or future.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
4. UM does not waive its sovereign immunity. UM shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. UM does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. amend. XI.
6. UM does not agree to the application of the laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)

7. UM does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. UM does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which UM is entitled.
Miss. Const. Art. 4, § 100; Miss. Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
9. UM does not agree that a party may represent, prosecute or defend legal actions in the name of UM.
IHL Board Policy 1102.
10. Provisions that limit the time for UM to pursue legal actions are deleted and void.
Miss. Const. Art 4, § 104; Miss. Const. Art. 4 § 100; Miss. Code Ann. § 15-1-5; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
11. UM does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. UM will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by UM will be posted on a public website beginning July 1, 2012. The information posted will include: the date of payment, vendor name, vendor's city and state, and the payment amount. The release of any such information supersedes any applicable non-disclosure or confidentiality obligations of UM.
Miss. Code Ann. §§ 27-104-151 to 159.
14. Any Contractor/Seller of UM shall ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.