

Purchase Order Terms and Conditions

1. Unless otherwise specifically provided by separate written agreement signed by Buyer, these terms and conditions shall govern with respect to the goods (the "Goods") and/or services (the "Services") identified in this offer to purchase ("Purchase Order"). Buyer reserves the right to revoke or withdraw this Purchase Order in whole or in part prior to receipt by Buyer of Seller's written acceptance. By acceptance of this Purchase Order Seller agrees to comply with the terms and conditions contained herein and, subject to the pricing provisions below, to sell (or lease if so noted) Goods as described herein for the prices or other consideration indicated. Acceptance of this Purchase Order is expressly limited to the terms and conditions contained herein. No other terms and conditions shall apply, including any terms or conditions contained in any Seller quotation, acknowledgment, response hereto, or other form which is in addition to or different than the terms and conditions contained herein. Any such additional or different terms and conditions are hereby objected to by Buyer. Acceptance by Buyer of any Goods or Services provided hereunder shall not constitute Buyer's acceptance of any additional terms and conditions. This Purchase Order shall be accepted by Seller in any manner permitted by law or upon the first of the following to occur: Seller's making or signing any other form or letter of acknowledgment (except that no additional or different terms and conditions thereon shall apply); any performance by Seller hereunder; ten (10) days after Seller's receipt of this Purchase Order.
2. The laws of the State of Utah shall apply in all disputes arising out of this Purchase Order, without regard to Utah choice of laws rules.
3. All shipments are to be made F.O.B. destination, freight prepaid, to receiving point at ARUP Laboratories, Salt Lake City, Utah, unless otherwise indicated on this form.
4. Any Goods shipped in excess of the quantity specified in the Purchase Order, will at Buyer's option, be returned at Seller's expense.
5. The prices charged Buyer are to be no higher than prices charged on orders placed by others for similar quantities or similar conditions subsequent to the last general announced price change.
6. Buyer is exempt from Federal Excise Taxes, Utah Sales and Use Taxes. Do not include taxes when submitting invoices. Federal Excise Tax Exemption Certificates and Utah Sales and Use Tax Exemption Certificates will be furnished upon request. The Seller is responsible for complying with all tax exemption requirements. The Seller is responsible for payment of all tax obligations that arise from the Seller's failure to comply with exemption requirements.
7. Buyer may cancel this order, in whole or in part, without liability to Buyer, if deliveries are not made at the time and place and in the quantities or types of Goods or Services specified or in the event of a breach by Seller of any of the other terms or conditions hereof. Buyer may terminate this order in whole or in part at any time for its convenience, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination. Any cancellation or termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller. Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records, and papers relating thereto.
8. Risk of loss or damage to Goods shall be on the Seller until such Goods have been delivered to and accepted by Buyer, notwithstanding any other terms contained herein. All Goods will be received by Buyer subject to its right of inspection and rejection. Buyer shall be allowed a reasonable period of time to inspect the Goods and to notify Seller of any non-conformance with the terms and conditions of this Purchase Order. Buyer may reject any Goods which do not conform to the terms and conditions of this Purchase Order. Goods so rejected may be returned to the Seller, or held by the Buyer at Seller's risk and expense.
9. The Seller expressly warrants that all Goods supplied hereunder shall be merchantable within the meaning of Section 2-314 (2) of the Uniform Commercial Code in effect on the date of this Purchase Order. In addition to all warranties which may be prescribed by law, the Goods shall conform to any specifications, drawings, and other description furnished by Buyer and shall be free from defects in materials and workmanship. Seller also warrants that to the extent the Goods are not manufactured pursuant to detailed designs furnished by Buyer, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to Buyer, for a period of one year after delivery.
10. To the extent the Goods are not manufactured in accordance with Buyer's designs, Seller shall defend, indemnify and hold harmless Buyer, Buyer's assignees, and other users of the Goods from and against any claim of infringement of any Letters Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any Goods purchased hereunder. Buyer shall promptly notify Seller of any such claim.
11. In filling this Purchase Order, Seller shall warrant and guarantee to Buyer that the Goods or Services are not in violation of Sections 5 and 12 of the Federal Trade Commission Act, the Fair Packaging and Labeling Act, the Federal Food, Drug, and Cosmetic Act, the Consumer Product Safety Act of 1972, The Federal Insecticide, Fungicide and Rodenticide Act, The Federal Hazards and Substances Act, The Fair Labor Standards Act, The Wool Products Labeling Act, The Flammable Fabrics Act, and the Occupational Safety and Health Act of 1970.
12. Seller shall not assign this Purchase Order or any interest herein including any performance or any amount which may be due or may become due hereunder, without Buyer's prior written consent.
13. For good cause and as consideration for executing this Purchase Order, the Seller, through its duly authorized agent, conveys, sells, assigns, and transfers to Buyer all rights, title, and interest in and to all causes of action Seller may now or hereafter acquire under the antitrust laws of the United States and the State of Utah, relating to the particular Goods or Services purchased or acquired by Buyer.
14. FOR FEDERAL REPORTING PURPOSES ONLY: Indicate on invoice if Seller is a small business, or is minority-or woman-owned.
15. Seller represents that they have not provided, attempted to provide, or offered any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, directly or indirectly to any employee or agent of the Buyer for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of any procurement contract. Seller further represents that they have not been solicited, accepted, or attempted to accept any kickback from any employee or agent of the Buyer.
16. ARUP is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This transaction may fall under the jurisdiction of HIPAA and seller must comply with applicable state and federal HIPAA laws. If you have any questions, please contact the HIPAA Privacy Officer at (801) 583-2787 extension 5126.