



Purchase Order Terms & Conditions

- If this order is issued with reference to a State Purchasing Contract, Agency Contract, or Standard Agency Agreement, the terms and conditions of such document shall govern in the event of any conflict with these terms and conditions. In the absence of any other contract covering the same, this order and the terms and conditions of any Request for Quote, Invitation to Bid, or Request for Proposal constitutes a binding contract in accordance with the Law of the State of Georgia and the Georgia Procurement Manual.
- This order is exempt from Federal Excise Tax (No. 56700047K) and Georgia Sales and Use Tax, unless otherwise stated.
- The execution 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.
- This agreement shall be governed in all respects by the laws of the State of Georgia.
- The agency of the State of Georgia named in this order is authorized to execute this order pursuant to the provision of Chapter 50-5, Official Code of Georgia Annotated.
- Augusta State University is a full-time educational institution and is therefore qualified for normal educational discounts. Augusta State University is also a unit of the State of Georgia and should receive the benefit of state government pricing when such prices are lower than educational pricing.
- Prices stated are F.O.B. destination, unless otherwise specified.
- Delivery shall be made to the address listed on the Purchase Order and within the time specified.
- In order to accept delivery, the agency purchase order number should be plainly visible on the exterior of all packages.
- Vendor shall transfer and deliver to the User Agency named all of the goods and/or services described herein for the consideration set forth herein.
- Vendor warrants the goods are merchantable and as described in this order.
- Risk of loss shall pass to Augusta State University upon delivery and acceptance.
- Title to the items remains with the vendor until delivery and acceptance.
- Augusta State University shall have the right to inspect items prior to acceptance at the time and place of delivery.
- Unless otherwise indicated on the face of this form, it is understood and agreed that any item offered or shipped on this order shall be new and in first class condition, and that all containers shall be new and suitable for storage or shipment.
- For printed items, all cuts, negatives, positives, artwork, plates, engraving, and other materials owned by Augusta State University or paid in any printing order, become and remain Augusta State University property and must be delivered to Augusta State University with the items.
- Do not substitute without authority of the Augusta State University Purchasing Office.
- Payment will be initiated for complete delivery and acceptance of each line item on this order unless otherwise stated. Time, in connection with discount offered, will be computed from date of complete delivery of the supplies or materials at destination, or from date the correct invoice is received if this is later than the date of delivery.

- Itemize all bills. Be sure our purchase order number is on your invoice, packing list, and shipping label. Invoice and deliver to the appropriate address on this order. Failure to do so will cause a substantial delay in payment process.
- For good cause and as consideration for placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the State of Georgia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by Augusta State University pursuant hereto.
- If this order is placed as acceptance of a Competitive Bid or Contract, in case of default of the contractor the State of Georgia may procure the articles or services from other sources and hold the contractor responsible for any excess occasioned thereby.
- Drug Free Workplace
 - If Contractor is an individual, he or she hereby certifies that he or she 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.
 - If contractor is an entity other than an individual, it hereby certifies that:
 - A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
 - Contractor will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As a 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 O.C.G.A. Section 50-24-3."
 - Contractor may be suspended, terminated, or debarred if it is determined that:
 - The Contractor has made false certification hereinabove; or
 - The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3.