EMORY UNIVERSITY TERMS AND CONDITIONS OF PURCHASE ORDER

Effective 03.05.2026

CONTRACT OF SALE – The Purchase Order to which these Terms and Conditions are attached represents an offer by Emory University, through its Procurement Services (hereinafter "Emory"), to the Supplier listed on the Purchase Order (hereinafter "Purchase Order" or "PO") for the purpose of forming a contract of sale. In making this offer, Emory expressly limits the acceptance of said offer by Supplier to the following terms and conditions set forth in this Purchase Order. Emory does not accept any prior offers from Supplier relating to the materials or services named herein which may be contained in Supplier's quotations, correspondence, specifications or discussions. The entire agreement between Emory and Supplier relating to the purchase and sale of the materials or services described on the face hereof is expressly set forth in this Purchase Order offer, and no modification or addition to this Purchase Order shall be of any force or effect unless in writing and signed by an authorized representative of Emory University Procurement Services. No modification of or addition to this Purchase Order shall be affected by any failure of either party to reject any form of acknowledgement. Acceptance by Supplier of this offer by Emory may be signified by commencement of performance hereunder. The failure of either party to enforce any rights shall not constitute a waiver of such rights or any other rights under this Purchase Order. Unless replacing defective items that have been returned and credited, under no circumstances shall a Supplier duplicate the fulfillment of any single Purchase Order Number excluding 'Blanket Order' form as noted in the Product Description line of the Purchase Order.

1. **SPECIFICATIONS**: As used herein, the word "Specifications" shall mean the specifications, qualities, nature, type, properties, amounts, assortments and other descriptions of and requirements for the materials, articles and/or services (hereinafter "Merchandise") as stated on the front of this Purchase Order or in the Request for Proposal (if any) pursuant to which this Purchase Order is issued.
2. **ASSIGNMENT**: The Supplier agrees that it will not assign this Purchase Order without the prior written consent of Emory.
3. **INDEMNIFICATION**: Supplier agrees to hold harmless, defend and indemnify Emory against any and all claims, demands or suits by any persons and against related loss, damages or injury to property or persons, liabilities, costs and expenses (including attorney's fees), which may arise out of performance under this Purchase Order or the use, possession or ownership of the Merchandise related thereto, caused or contributed to by either: (a) the actions or omissions (whether or not negligent) by Supplier or Supplier's agents or subcontractors including without limitation such acts or omissions, incident to the presence of the Supplier, its agents, and subcontractors upon Emory's premises in the course of performance under this Purchase Order; or (b) defective, unsafe or non-conforming Merchandise supplied by Supplier or Supplier's agents or subcontractors; or (c) Supplier's use and possession of Emory's property as designated in Section 11 below. The term "Emory" as used in this section includes Emory and its agents, employees, students, successors, assigns, customers, and users.
4. **INSURANCE**: Suppliers Furnishing Products specified in this PO must maintain Commercial General Liability Insurance covering itself and its employees and agents with a minimum limit of $1M. Should this PO require the delivery of a service, even if implied, the General Liability Coverage requirement is broadened, and the Supplier must maintain coverage including: (1) premises/operations, (2) products/completed operations liability, (3) property damage, (4) broad form contractual, and (5) personal injury and advertising injury, with the following minimum limits:
    a. $1,000,000 each occurrence
    b. $2,000,000 general aggregate
    c. $2,000,000 products/completed operations aggregate
    d. $2,000,000 personal injury, bodily injury, advertising injury liability per occurrence

    In addition, for the delivery of a service, the Supplier must maintain coverage for Commercial Automobile Liability including bodily injury and property damage insurance covering all vehicles operated by Contractor, its officers, agents, and employees, with a combined single limit of not less than $1,000,000 (including an extension of hired and non-owned coverage).
5. **INSPECTION AND ACCEPTANCE**: All Merchandise shall be received subject to the right of inspection and rejection by Emory. Payment for Merchandise by Emory prior to its inspection shall not constitute acceptance thereof and is without prejudice to any and all claims which Emory may have against Supplier. In the event Merchandise is received damaged, defective, or not to specification or all or part of the work is done incorrectly, Emory will notify the Supplier of the problem. Merchandise will be held for thirty days at Supplier's risk and expense pending Supplier's instructions. The Supplier will have a reasonable time period to cure the problem in a manner satisfactory to Emory. Supplier shall bear the entire cost of repair or replacement, whether it is direct or consequential. This includes any cost incurred as a result of Supplier's replacement efforts damaging or destroying other structures or materials. In the event the problem cannot be cured to Emory's satisfaction within thirty days or any additional period of time to which Emory consents, Emory shall have the right to take all necessary steps consistent with law to cure the situation, and back charge the Supplier for any and all additional costs incurred.
6. **CANCELLATION FOR NON-PERFORMANCE**: If Supplier fails to supply the Merchandise as specified or fails to conform to these terms and conditions, Emory reserves the right (in addition to its other remedies) (a) to purchase the Merchandise from another source and (b) to cancel this Purchase Order with respect to Merchandise not shipped.
7. **CANCELLATION OR CHANGES FOR CONVENIENCE**: For its convenience, Emory may cancel this Purchase Order in whole or in part or may change the Specifications or other terms and conditions dealing with quantities, shipment procedures or times or places of performance, by notice in writing to the Supplier specifying the date upon which such cancellation or change shall become effective and the extent to which such performance hereunder shall be canceled or changed. Emory and Supplier shall act in good faith to attempt to mutually agree upon a fair and equitable financial arrangement, in lieu of the price or prices elsewhere specified in this Purchase Order.
8. **CANCELLATION FOR CONFLICT OF INTEREST**: This order is subject to cancellation if there is found to be a Conflict of Interest between an Emory employee and Supplier. A Conflict of Interest is deemed present for many reasons, including, but not limited to: (1) an Emory employee and/or his or her spouse or unemancipated and/or minor children own the assets of an unincorporated organization or are majority shareholders of a corporation where influence or perceived influence could occur; (2) an employee receiving any personal financial advantage or compensation with any transaction in which the University might have an interest.
9. **EQUAL OPPORTUNITY**: **Emory University is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment and otherwise treat qualified individuals without discrimination based on their status as protected veteran or individual with a disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**
10. **PATENTS, COPYRIGHTS, TRADEMARKS AND WARRANTIES**: SUPPLIER EXPRESSLY WARRANTS THAT ALL MERCHANDISE IS IN ACCORDANCE WITH THE SPECIFICATIONS; IS FIT FOR THE PURPOSE FOR WHICH SIMILAR MATERIALS AND ARTICLES ARE ORDINARILY EMPLOYED, FIT FOR THE PARTICULAR PURPOSE FOR WHICH THE MERCHANDISE HAS BEEN PURCHASED, FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP, AND MERCHANTABLE, and was not manufactured and is not being priced or sold in violation of any federal, state or local law, including without limitation those relating to health and safety. Supplier further warrants that the Merchandise does not infringe or violate any patents, copyrights, trademarks or the like, and does not unlawfully disclose or make use of any trade secrets and covenants and agrees to hold harmless, defend and indemnify Emory, and its agents, servants, employees, successors, assigns, customers and users, against any and all claims, demands or suits and related damages, liabilities, costs and expenses (including attorney's fees) arising out of any such infringement or violation or unlawful use or disclosure of trade secrets. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the Merchandise.

11. **EMORY'S PROPERTY/ COPYRIGHT OWNERSHIP**: All equipment or material (including without limitation informational material) furnished by Emory and all designs, drawings, output, processes, art work, negatives, engravings, electronic media, jigs, fixtures, dies, tools or patterns charged by the Supplier to Emory shall, unless otherwise agreed in writing, be the property of Emory, shall be returned to Emory at its written request, and shall not be used by Supplier in any of its business except its business with Emory under this or other Purchase Orders. Copyright ownership rights to any works developed specifically for Emory under this purchase order is hereby transferred and assigned to Emory University. Any use of the Emory name, logo, artwork, or trademark must be authorized directly by Emory.
12. **TAXES**: Taxation is based on the state to which items are shipped. Emory is exempt from Sales and Use Tax in the state of Georgia on purchases of tangible personal property and services to be used exclusively for educational and research purposes. Tax exemption certificates for Georgia is included in this PO transmission.
13. **SHIPPING AND ROUTING**: Shipping Terms are F.O.B. Emory University, to the specific address and on the date indicated, unless otherwise stated on the face of the purchase order. Supplier agrees that unless approved in advance or unless specifically stated on the Purchase Order all items are to be shipped F.O.B. Destination, with all shipping and handling charges prepaid and allowed (paid by Supplier). Any shipments delivered to any location other than the one specified will be the responsibility of the Supplier to have redelivered to the specific location or reimburse Emory for any charges in moving the Merchandise to the specific location. All Merchandise must be forwarded by the route taking the lowest reasonable transportation rate or in accordance with any special shipping instructions. Otherwise, the difference in freight rate and extra cost of transportation will be Supplier's**.**
14. **EXTRA CHARGES**: No additional charges of any kind, including charges for boxing, packing, transportation or other extras will be allowed unless specifically agreed to in writing by an authorized purchasing agent of Emory.
15. **TARIFFS**: Prices cannot be increased based on tariff impacts without the provision of 30 days' notice citing the specific impacted items and the materials input or other reason for the impact and a calculation showing how the cost increase impact is being split equally between the Parties. Emory shall have the right for any item where such an increase notice is sent to then cancel all or some of the impacted items from its order without penalty and with a full refund for any amounts prepaid for those items.
16. **SET-OFF**: Emory shall at all times have the right to set-off any amount owing from the Supplier to Emory against any amount owing from Emory to the Supplier.
17. **SALE OR BANKRUPTCY OF SUPPLIER'S BUSINESS**: If, during the life of this Purchase Order, the Supplier disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such party. In the event, the new owner(s) may, in Emory's absolute discretion, be required to submit a performance bond in the amount of the open balance of the Purchase Order. In the event of any suspension of payment or the institution of any proceedings by or against Supplier, voluntary or involuntary, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of Supplier, Emory shall have, in addition to the rights stated in the two preceding sentences, the right to cancel this Purchase Order forthwith.
18. **FORCE MAJEURE**: This Purchase Order is subject to cancellation or change on written notice to the Supplier in the event of causes beyond Emory's reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment, or operations due to governmental orders or rulings, and the like.
19. **APPLICABLE LAW**: This Purchase Order and transaction are governed by the laws of the State of Georgia without regard to conflict of law principles. Supplier shall comply with all applicable federal, state and local laws and regulations.
20. **FEDERAL FUNDING**: If this Purchase Order is funded by Federal Funds, Supplier is subject to compliance with the standards and requirements as set forth in OMB Uniform Guidance or as may be otherwise amended or modified.
21. **LOBBYING**: Suppliers certifies, to the best of its knowledge and belief that no funds received pursuant to this Purchase Order will be used by or on behalf of the Supplier for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, or Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Purchase Order, the subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as required by title 31 U.S.C, section 1352. The Subcontractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Execution of this Purchase Order constitutes certification by Supplier as imposed by section 1352, title 31, U.S.C.
22. **DELIVERY DATES:** Seller and Emory agree that deliveries of all material or service specified on this Purchase Order are to be made on or before the date specified on the Purchase Order. Deliveries made after the specified delivery date are subject to rejection or return by Emory, without penalty, restocking fees, or other financial remuneration of any kind being due to the Supplier. If no delivery date is specified the Seller is expected and does agree to ship and deliver the merchandise or service immediately upon receipt of the Purchase Order or, in all instances, no later than thirty (30) days beyond the date the order is first received by the Seller. Any shipment scheduled by the Seller for delivery more than thirty (30) days beyond the order date will require the approval of an authorized representative of the Emory Procurement Services. Emory reserves the right to reject or return any shipment received more than thirty (30) days beyond the order date unless approval has been given as specified above. The Seller understands and agrees that shipments made later than thirty (30) days beyond the order dates are not subject to restocking fees or financial penalties if no approval has been granted in the manner described above.
23. **PAYMENT TERMS**: **Unless otherwise agreed to in writing Emory's standard payment terms are Net 60 days. Supplier shall be paid after receipt of properly prepared invoices in accordance with Emory's INVOICING instructions, as described in Section 24 below.** Any adjustments to a Supplier's invoice resulting from a shortage, rejection or any other failure by the Supplier to comply with the provisions of the Purchase Order shall be made by Emory prior to payment. Discount periods and payment terms commence after the latest date of acceptance, delivery, or Emory's receipt of any required documentation or receipt of invoice. **Delays in receiving invoice, errors or omissions on invoice, or lack of supporting documentation required by the terms of the Purchase Order or in a manner different that that identified in Section 24 below, will be cause for withholding settlement without losing prompt payment discount privilege and the forfeiture of any late fee applied by the Supplier for payments outside of agreed terms. Emory's preferred method of payment is via Single Use Account (SUA) or ACH transfer.**
24. **INVOICING: Invoices MUST only reflect pricing and products on the Purchase Order issued. Any invoice that does not match the Purchase Order is subject to non-payment.** Emory University's most preferred method of invoice submission and presentation is through utilization of cXML. Suppliers receiving Purchase Orders from Emory University delivered to the Supplier by cXML further agree to submit the associated invoices to Emory University through utilization of cXML when available. If cXML invoice submission is unavailable, the Supplier may 1) utilize the Jaggaer Supplier Portal to submit invoices to Emory University or 2) Supplier may submit invoices to Emory University via email provided that only one invoice is contained in any attached .pdf file and when each invoice contains a valid PO Number. Invoices emailed to Emory are to be sent to the following email address: invoice@emory.edu. Supplier further understands and agrees that Emory will not accept any invoice, or remit payment for any invoice which is first received by Emory after one-hundred and twenty (120) days following the shipment of material or the delivery of any required service will result in nonpayment.
25. **TOBACCO FREE POLICY:** Supplier acknowledges that Emory University is a tobacco-free campus to improve the health of its community members, as such the use or sale of tobacco products in or on Emory-owned or Emory-leased property is prohibited. This policy applies to faculty, staff, students,

contractors, vendors, and visitors. The use of tobacco products, including smokeless tobacco, clove cigarettes and e-cigarettes, is not permitted on any university-owned or leased property, which includes but is not limited to, buildings, university grounds, parking areas, walkways, recreational and sporting facilities and university-owned vehicles. This prohibition includes smoking in personal vehicles parked on university grounds.

26. **CONFLICT MATERIALS REPORTING REQUIREMENTS:** The Supplier understands and agrees that information about the products supplied under this Agreement, if manufactured incorporating those "conflict minerals" identified in The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), will be reported in the manner required by **Section 1502**, of this **"Act"**. This **"Section"** of the **"Act"** was intended to address Congressional concerns related to the exploitation resulting from the purchase of certain minerals originating in the Democratic Republic of the Congo and adjoining countries. Purchases of products containing these "conflict minerals," by US companies, will directly help finance the conflict, characterized by extreme levels of violence, in the eastern Democratic Republic of the Congo and a continuing humanitarian crisis. Emory University recognizes the humanitarian crisis in the Eastern Democratic Republic of the Congo by supporting the intent of the legislation through the purchase of "conflict-free" electronic products from and through its Electronic Suppliers who are in compliance with the reporting requirements of Section 1502. By accepting this Agreement, the Supplier, named on the Purchase Order, certifies that it is compliance with the requirements of **Section 1502 of the Dodd-Frank Act**.
27. **NATIONAL DEFENSE AUTHORIZATION ACT:** Supplier warrants that telecommunications equipment or services provided to Emory shall comply with Section 889 of the National Defense Authorization Act that prohibits United States government contractors purchasing such equipment or services produced by certain companies or their affiliates with known ties to the Republic of China.
28. **SCREENINGS**: Should this PO require the delivery and performance of a Service, Emory reserves the right to reject any employee provided by Supplier hereunder and/or require that Supplier immediately remove any such employee from Emory's premises. If service requires regular interaction with staff, faculty and/or students, visibility of financial information and/or assets, confidential or restricted data, access to secure facilities housing students or critical infrastructure, Supplier agrees to conduct criminal history / background investigations on any employee utilized by Supplier, prior to allowing said employee to provide Service. Supplier agrees not to assign any employee who declines to authorize said criminal history investigation check to provide Services under this PO nor assign said employee whose criminal history investigation indicates criminal behavior related to acts of fraud; theft; sexual offenses; acts of violence; and/or threats to commit acts of violence. Supplier agrees to secure a release from any employee assigned to Emory granting permission for the Supplier to provide the results of the assigned employee's criminal history/background investigation upon request by Emory. Supplier agrees to provide proof that a criminal history/background investigation has been conducted on any assigned employee upon request by Emory. Supplier further agrees to remove any assigned employee whom Supplier discovers to have committed any offense in the aforementioned criminal categories after having been assigned to Emory. Supplier agrees to cooperate with the Emory Police Department in any investigation related to criminal conduct or potential criminal conduct by any assigned employee.
29. **ANTI-TERRORISM LAWS:** The parties agree that all funds, including subawards, will be used in compliance with all applicable U.S. anti-terrorist financing and asset control laws, regulations, rules, and executive orders. The parties acknowledge that this PO and the performance thereof are subject to compliance with any and all applicable U.S. and non-U.S. trade control laws, regulations, or orders, including but not limited to the economic sanctions programs administered by the United States Department of Treasury Office of Foreign Assets Control and the export control regulations administered by the U.S. Office of the Directorate of Defense Trade Controls and/or the U.S. Bureau of Industry and Security. The parties acknowledges that the export, re-export or transfer of certain commodities, software, source code, technical data or services may require a license from the relevant regulating agency of the U.S. or other government. In particular, the parties agree that they will not disclose, transfer, export or re-export any commodities, software, source code, technical data or services received under this PO to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless the parties has obtained the required license or other prior written authorization from the appropriate U.S. authority responsible for such matters. While each party agrees to cooperate in securing any license that the regulating agency deems necessary in connection with this PO, the parties cannot guarantee that such licenses will be granted. Certification by Supplier may be signified by commencement of performance hereunder that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any U.S. federal department or agency. As a part of its compliance with this provision, it is the responsibility of the Supplier to ensure that no individuals who are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any U.S. federal department or agency participate on the Project under this Agreement. As a part of its compliance with this provision, it is the responsibility of the Supplier to ensure that neither the Supplier nor its employees, agents, contractors, or subrecipients are listed on the U.S. Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons (SDN) list.
30. **WEB ACCESSIBILITY STANDARDS AND 508 COMPLIANCE**: Supplier warrants that the products or services provided to Emory shall comply with the accessibility standards of "Section 508 of the Rehabilitation Act of 1973" as amended, and the most recent edition version of the Web Content Accessibility Guidelines published World Wide Web Consortium, www.w3.org, at Web Content Accessibility Guidelines (WCAG) 2.2 (w3.org).