

Standard Terms and Conditions of Purchase

1. Contract

All solicitation specifications, terms and conditions are made part of this purchase order/contract as if fully reproduced herein. This order shall not be amended by any vendor contract, form, etc. Departments are expressly prohibited from signing any vendor forms.

2. Applicable Law

This contract shall be construed in accordance with and governed by the laws of the State of Louisiana. The Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, shall have exclusive jurisdiction and venue over and shall be the exclusive forum for adjudication of any and all actions between the State and Vendor for any claim or cause of action arising under or by virtue of this contract, whether the action is on the contract or for breach of the contract or whether the action is for declaratory, injunctive, or other equitable relief.

3. Delivery

Vendor is responsible for making timely delivery as specified in this order. Vendor shall promptly notify the UL Lafayette Department and/or Purchasing Office of any unforeseen delays beyond its control.

4. Awarded Products

Only those awarded brands and numbers stated in this order are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the UL Lafayette Purchasing Office. Any defect in any product may cause its rejection.

5. Taxes

UL Lafayette is exempt from all Louisiana state and local sales and use taxes. Resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

6. Vendor Invoices / Payment Terms

Invoices shall reference the order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and shall be submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable. Unless otherwise contracted, payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.

7. Assignment of Contract / Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the UL Lafayette Purchasing Office.