THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
Purchase Order Terms and Conditions

1. CONTRACT DEFINED. The parties' complete and exclusive agreement regarding the subject matter ("Contract") includes:
   any separately signed contract; the Purchase Order and all change orders issued by University; these Purchase Order Terms
   and Conditions; and the Additional Purchase Order Terms and Conditions and State Vendor Certifications located at:
   http://go.uillinois.edu/TermsandConditions. In the event of a conflict between the terms of a separately signed contract and
   all Purchase Order terms and conditions, the terms of the signed contract shall control. Any additional or conflicting terms
   contained in any document issued by Vendor in connection with this Contract shall not be binding on University unless
   University expressly agrees in writing.

2. CHOICE OF LAW. University is a public body, corporate and politic of the State of Illinois, U.S.A. By entering into this
   Contract, University does not waive any defenses or immunities afforded by law. This Contract shall be interpreted by
   application of Illinois law without regard to its conflicts of law provisions.

3. VENDOR PERFORMANCE. Vendor agrees to comply with all applicable laws in performing this Contract and will obtain
   at Vendor's expense all necessary licenses and permissions necessary for Vendor's performance.

4. TITLE/RISK OF LOSS. Unless otherwise stated on the face of this Purchase Order: Title to supplies and risk of loss shall
   pass to University upon delivery at final destination and acceptance by University; all shipments must be fully insured by
   Vendor unless otherwise stated; and Vendor shall select the carrier and bear freight costs.

5. INSPECTION AND ACCEPTANCE. All services and supplies delivered under this Contract must comply with applicable
   specifications and are subject to final inspection by University, notwithstanding any prior payments or inspections by
   University. University's acceptance after final inspection shall be conclusive, except with respect to latent defects or fraud.
   University may, at its option and without invalidating the remainder of the Contract, direct Vendor to (a) promptly remove
   defective supplies and issue a credit for the full value of the defective supplies; (b) repair or replace defective supplies; or (c)
   re-perform non-conforming services at Vendor's expense and risk.

6. USE OF NAME. Vendor shall not use University's name or protected marks for any commercial purpose without University's
   advance written consent.

7. BILLING AND PAYMENT. In order to be paid, Vendor must submit an invoice to the “Bill To” or “Billing Address” set
   forth on the face of this Purchase Order. The invoice submitted must include: University’s purchase order number, itemized
   detail, a unique invoice number, invoice date, invoice amount, and remittance address. Interest on late payment(s) shall be
   paid in accordance with the State Prompt Payment Act, 30 ILCS 540.

8. TAXES. University is exempt (unless otherwise stated) from payment of state and local Retailers' Occupation Tax, state and
   local Service Occupation Tax, state Use Tax, and state Service Use Tax. University's tax exemption identification number
   issued by the Illinois Department of Revenue is E9989-9779-05. Certificates of exemption will be provided upon written
   request.

9. WARRANTIES. Unless otherwise agreed in writing by the parties, Vendor warrants that all supplies furnished under this
   Contract will be free of defects in material and workmanship, without liens or encumbrances of title, and will conform to
   applicable written drawings, specifications and other data and, if not of University's specified design, will be free of design
   defects and will be fit and sufficient for the purpose intended. All warranties shall run to University and survive acceptance
   and payment. All services performed under this Contract shall be of the highest quality and performed in a professional and
   workmanlike manner consistent with industry standards and practices. All warranties, whether express or prescribed by law,
   shall extend for the longer of: (a) 180 days from delivery; (b) the warranty period expressly provided by Vendor; or (c) the
   period set forth by law.

10. INSURANCE. Vendor shall maintain, for the duration of this Contract, a policy or policies of insurance with coverage and
    limits adequate to satisfy all liabilities relating to its performance, including but not limited to any liability Vendor may incur
    resulting from its indemnification obligations to University. The insurance shall be commensurate with usual and customary
    industry practices for similarly situated businesses. Vendor shall comply with applicable laws governing workers’
    compensation and mandatory insurance for vehicles.
11. **CONFIDENTIALITY.** Vendor must treat all information relating to this Contract (“University Information”) as confidential. Unless required by law or authorized by University in writing, Vendor shall not disclose University Information to third parties or use University Information for any purpose other than in performing the services or providing the supplies that are the subject of this Contract.

12. **TERMINATION.**

12.1. **FOR NON-APPROPRIATION.** This Contract is subject to termination by University in any year for which the General Assembly fails to make an appropriation sufficient to make payments under the Contract.

12.2. **FOR CAUSE.** A party that defaults in performance or commits a material breach of this Contract (“Defaulting Party”) shall have 10 days to cure the default or breach after receiving notice from the other party. The non-defaulting party may terminate this Contract without further notice and pursue other available legal remedies if the Defaulting Party fails to cure the breach within the prescribed period, or within such other period of time that is agreed by the parties in writing.

12.3. **FOR CONVENIENCE.** University may terminate this Contract for convenience by providing not less than 30 days' advance written notice to Vendor.

12.4. **EFFECT.** In the event of early termination, Vendor shall stop performance in accordance with the notice of termination and shall submit to University a final bill for supplies delivered or services performed up to the date of termination. University is not obligated to pay Vendor for supplies or services until Vendor provides all work product that is in progress or completed as of the date of termination. Vendor must comply with University's instructions to either destroy or return to University all University Information previously furnished to Vendor.

13. **AMENDMENTS.** No modification of this Contract shall be effective unless made by a written change order issued by University or an amendment signed by each party's authorized signatory.

14. **ASSIGNMENT.** Vendor cannot assign its obligations under this Contract without the prior written consent of University.

15. **CONTRACT ENFORCEMENT AND INTERPRETATION.** The failure of either party to enforce any provision of this Contract shall not waive the party's right to later enforce the provision or the Contract. If any provision of this Contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Contract so long as severance does not affect the enforceability or essential purpose of the remainder of this Contract. Any rule of construction that would resolve ambiguities against University as drafter shall not apply in interpreting this Contract.

16. **DELIVERY OF NOTICES.** To be enforceable, all notices must be in writing, reference the Purchase Order number, and be delivered to the postal address of Vendor or respective Purchasing Department. Notices are effective upon receipt by the intended recipient. A party may change its representative at any time by written notice to the other party.

<table>
<thead>
<tr>
<th>University of Illinois, Chicago Purchasing</th>
<th>University of Illinois, Springfield Purchasing</th>
<th>University of Illinois, Urbana-Champaign Purchasing</th>
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</thead>
<tbody>
<tr>
<td>3rd Floor MAB, MC-560</td>
<td>One University Plaza</td>
<td>212 Illini Plaza, MC-602</td>
</tr>
<tr>
<td>809 South Marshfield Avenue</td>
<td>MS BSB 106</td>
<td>1817 South Neil Street</td>
</tr>
<tr>
<td>Chicago, Illinois 60612</td>
<td>Springfile, Illinois 62703</td>
<td>Champaign, Illinois 61820</td>
</tr>
</tbody>
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17. **INDEPENDENT CONTRACTOR.** The parties are independent contractors with respect to each other. Nothing in this Contract is intended to create any employment, association, partnership, joint venture, or agency relationship between them.

18. **PREVAILING WAGE.** If this Contract involves (a) a "public works" project within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130, or (b) printing, janitorial, cleaning, window cleaning, building and grounds, site technicians, natural resources, food, or security contracts of $2,000 or more (or $200 or more per month) within the meaning of the Illinois Procurement Code, 30 ILCS 500/25-60, all contractors and subcontractors must pay no less than the general prevailing rate of wages (hourly cash wages plus fringe benefits) in the locality in which the work is produced or performed and comply with all other requirements of the Act. Refer to the prevailing wage rates on the Illinois Department of Labor website at: [http://go.uillinois.edu/IDOL](http://go.uillinois.edu/IDOL).