



UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES
STANDARD TERMS AND CONDITIONS
PURCHASE ORDER

1. **GENERAL:** This Purchase Order (defined below) constitutes UAMS's offer to Vendor and shall become a binding contract unless Vendor gives UAMS written notice of objection within five (5) days following Vendor's receipt hereof. This Purchase Order is not valid unless signed (including electronic signature) by a duly authorized representative of UAMS. The specifications on the face of this Purchase Order, these Purchase Order Standard Terms and Conditions, any agreement, quotation or other document signed by a duly authorized representative of UAMS in a schedule attached hereto, if any, and any special conditions in a schedule attached hereto (collectively, "Purchase Order") constitute the entire agreement between UAMS and Vendor and supersede all previous communications, either written or oral, with respect to the subject matter of this Purchase Order. In the event of a conflict among the terms hereof, the conflict shall be resolved in the following order of precedence: (i) the specifications on the face of this Purchase Order, (ii) any agreement, quotation or other document signed by a duly authorized representative of UAMS, (iii) these Purchase Order Standard Terms and Conditions, and (iv) any special conditions in a schedule attached hereto.
2. **PRICES:** Prices shall be firm and not subject to adjustment or deviation unless specifically approved in writing by the UAMS Supply Chain Procurement Department prior to delivery.
3. **DELIVERY; FORCE MAJEURE:** All goods shall be shipped FOB destination. Shipment and delivery date(s) specified in this Purchase Order are of the essence. However, Vendor shall not be liable for delay in performance to the extent and for such period as such delay is due to reasons outside of Vendor's reasonable control, including fire, floods, strike, riot, labor disputes, war, act of government authority, declaration of a public health emergency, epidemic, pandemic, act of God, breakdown of machinery or equipment, or inability to obtain material, labor, equipment or transportation, and which by the exercise of reasonable diligence could not be avoided (a "Force Majeure Event"), provided Vendor gives in writing prompt (but in any event within five days) notice to the UAMS Supply Chain Procurement Department of such occurrence. UAMS shall not be liable to accept any part of such goods and services that are delayed and may, at its option, cancel this Purchase Order. This Purchase Order may be canceled or delayed by UAMS at any time prior to delivery if the UAMS operations is interrupted by a Force Majeure Event, provided that UAMS gives prompt notice to Vendor of such occurrence.
4. **DELIVERY REQUIREMENTS:**
 - A. Substitutions or cancellations of goods or services are not permitted without prior written approval of the UAMS Supply Chain Procurement Department.
 - B. All articles are to be suitably packed and prepared for shipment and shipped in containers suitable for shipment and storage.
 - C. Delivery shall be made during receiving hours only (7:30 a.m. to 3:00 p.m. CST, M-F excluding state holidays), unless otherwise specified in this Purchase Order or approved by the UAMS Supply Chain Procurement Department.
 - D. PACKING LIST MUST BE AFFIXED TO THE OUTSIDE OF PACKING CONTAINER(S). IF SHIPMENT IS MADE IN TWO OR MORE CONTAINERS, EACH CONTAINER MUST HAVE A PACKING LIST OF ITS CONTENTS. **EACH PACKING LIST MUST CONTAIN THE UAMS PURCHASE ORDER.** CONTAINERS NOT CLEARLY IDENTIFIED ARE SUBJECT TO REFUSAL AT THE DELIVERY LOCATION.
 - E. VENDOR MUST CONTACT THE UAMS DISTRIBUTION CENTER 24 HOURS PRIOR TO DELIVERY TO OBTAIN THE DOCK ASSIGNMENT; CALL THE RECEIVING MANAGER AT 501-686-6543. FAILURE TO DO SO MAY RESULT IN UNLOADING DELAYS, RE-DELIVERY AND OTHER EXPENSES TO VENDOR.
5. **VARIATION IN QUANTITY:** UAMS shall pay only on the basis of actual quantities of each item of goods and/or services ordered and received pursuant to this Purchase Order. UAMS does not assume any liability for goods and/or services produced, processed, shipped or performed in excess of the quantity so ordered.
6. **GUARANTY:** Unless otherwise indicated in this Purchase Order, Vendor represents, warrants and guarantees that all goods and/or services furnished hereunder: (a) shall be newly manufactured, in first class condition, and of the latest model and design; (b) shall be free from defects in design, material and workmanship and function properly when installed or consumed in accordance with the specifications, drawings, plans, instructions, samples or other description included or referenced in this Purchase Order (collectively, "Specifications"); (c) shall be manufactured, constructed, packaged, labeled and registered in accordance with all applicable laws; and/or (d) shall be performed in a professional, workmanlike manner and in accordance with generally accepted standards of Vendor's industry. Vendor's obligations under this paragraph shall survive for a period of one (1) year from the date of delivery or performance, unless otherwise specified herein.
7. **INSPECTION; RIGHT TO REJECT:** All goods and/or services furnished will be subject to inspection and testing after delivery or performance, and such goods and/or services found by UAMS to be damaged and/or not meet the Specifications shall be subject to rejection, return and back charge as appropriate, including all costs of handling and shipping. Items so rejected by UAMS shall be removed and replaced or reperformed immediately with conforming items, all at Vendor's expense. UAMS's payment of the purchase price, in whole or in part, of goods and/or services shall not constitute acceptance or a waiver of UAMS's rights hereunder.
8. **TESTING PROCEDURES FOR SPECIFICATION COMPLIANCE:** Tests may be performed on samples taken from regular shipments. If any samples so tested fail to meet or exceed all conditions and requirements of the Specifications, the cost of the sample used and reasonable cost of the testing shall be borne by Vendor. Any testing activities performed or not performed by UAMS shall not be construed as a waiver any rights of UAMS, or any obligations of Vendor, under this Purchase Order.
9. **INVOICING:** Payment shall be made within thirty (30) days of receipt of invoice upon completion of all of the following: (1) delivery and acceptance of good(s) and/or service(s), (2) submission of correct invoice, and (3) proper legal processing of invoice by UAMS. Vendor shall submit an invoice to the "Invoice To" address on the face of this Purchase Order. All invoices must include the following information where applicable: (a) Vendor legal name and remittance address, invoice date and UAMS Purchase Order Number, (b) an itemized listing of purchases, to include a description of the goods and/or services, unit price and quantity, (c) itemized freight, shipping and handling charges and taxes, and (d) discounts. Invoices containing insufficient information for processing shall be



UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES
STANDARD TERMS AND CONDITIONS
PURCHASE ORDER

immediately returned to Vendor. Invoices containing line item price deviations from the price stated in this Purchase Order shall be corrected if prior approval is not given pursuant to Section 2 hereof. Vendor must timely submit invoices to UAMS under this Purchase Order, but in any event no later than 180 days after the date of acceptance. Vendor understands and agrees that UAMS shall not pay and shall not otherwise be responsible for unbilled amounts older than 180 days.

10. **TAXES:** UAMS is exempt from paying all state and local sales and use taxes. A copy of UAMS's tax exemption permit 070136-84-001 is available upon request. On items subject to federal excise tax, Vendor must itemize on invoices the amount of tax included in prices quoted. Price charged to UAMS shall not include taxes for which an exemption applies.
11. **INTEREST:** In accordance with Ark. Code Ann. § 4-57-101(d) and § 19-11-224, payment shall not be deemed past due until sixty (60) days after the payment is due under this Purchase Order, and any interest or late fees charged for non-payment shall not accrue at a rate greater than 6% per annum.
12. **LACK OF FUNDS:** UAMS may cancel this Purchase Order to the extent funds are no longer legally available for expenditures under this Purchase Order. Any delivered but unpaid for goods will be returned in normal condition to Vendor by UAMS where possible. If UAMS is unable to return goods in normal condition and there are no funds legally available to pay for the goods, Vendor may file a claim with the Arkansas State Claims Commission for the actual expense. Similarly, if Vendor has performed services and there are no funds legally available to pay for the services, Vendor may file a claim with the Arkansas State Claims Commission.
13. **DEFAULT:** Backorders, failure to deliver by the specified delivery date, failure to meet specifications or other non-performance by Vendor under this Purchase Order shall be deemed a default by Vendor hereunder. If such a default occurs, UAMS may cancel this Purchase Order, in whole or in part, and procure the goods and/or services elsewhere and charge to Vendor all costs exceeding the price set forth herein. Consistent failure to deliver without valid excuse may cause removal from the bidders' list or suspension of eligibility for any future award.
14. **UAMS PROPERTY:** Any data, materials, or information furnished to or made available to Vendor hereunder by or on behalf of UAMS or collected or developed by Vendor for UAMS in connection with this Purchase Order shall be and remain the property of UAMS (collectively, "UAMS Property"). Except as provided herein, Vendor shall have no claim to or rights in any of the UAMS Property. Vendor shall keep confidential, take every reasonable precaution to safeguard, and return at Vendor's expense, all of UAMS Property entrusted to Vendor's custody or control.
15. **PUBLICATION:** In order to further the mission of UAMS, UAMS shall have the right to publish, present or use for research, educational or any other legal purpose any and all results, including data, developed or provided by Vendor for UAMS under this Purchase Order. UAMS agrees to acknowledge Vendor as the provider thereof in any scientific publication that reports such results.
16. **PATENTS OR COPYRIGHTS:** Vendor agrees to defend, indemnify and hold UAMS harmless from all claims, damages, and costs, including reasonable legal fees, arising from infringement of patents or copyrights.
17. **INDEMNIFICATION BY VENDOR:** Vendor shall indemnify, defend, and hold harmless UAMS and its officers, trustees, employees and agents (collectively, "UAMS Indemnitees") from and against any and all liabilities, damages, losses, claims, or expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred by any UAMS Indemnitee arising from (i) the negligence of Vendor, its employees or agents, (ii) a breach of any covenant, representation or warranty made by Vendor under this Purchase Order, (iii) a defect in any goods or services furnished by Vendor, or (iv) any claims, demands, and liens for the value of goods furnished or labor performed under this Purchase Order; except in each case to the extent such Losses are attributable to: (x) the negligence, reckless, or willful misconduct of the UAMS Indemnitee; or (y) use of such goods or services other than in accordance with their specifications or directions for use.
18. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into this Purchase Order, Vendor hereby assigns, sells and transfers to UAMS all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased by or produced for UAMS pursuant to this Purchase Order.
19. **AUTHORIZED DISTRIBUTOR:** Vendor represents, warrants and guarantees that it is an authorized distributor of all equipment and other goods procured by UAMS under this Purchase Order. Prior to the issuance of a purchase order, Vendor may be required to submit a letter from the manufacturer as proof of authorization.
20. **PATIENT CARE SERVICES:** If Vendor is to provide, directly or indirectly, patient care services under this Purchase Order, Vendor agrees to comply with applicable state, federal and industry regulations and standards in the performance of perform such services, including specifically The Joint Commission and Arkansas Department of Health requirements as outlined in the Guide for Accreditation of Hospitals and Arkansas Department of Health guidelines, to the extent applicable. As contemplated by The Joint Commission Standard LD.04.03.09 and 42 CFR 482.12(e), Vendor agrees to participate in good faith with UAMS's quality monitoring activities related to such services, which may include assisting UAMS in forming reasonable quality metrics and providing UAMS, upon reasonable request, with data, documentation and/or reports relative to Vendor's performance of such services.
21. **HIPAA:** If Protected Health Information (as such term is defined by applicable federal or state law or regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1994, as amended ("HIPAA") ("PHI")) may be disclosed to or accessible by Vendor in connection with the provision of goods and/or services hereunder, Vendor must complete a Business Associate HIPAA Security Checklist for UAMS IT Security to review and, if applicable, execute the UAMS Business Associate Agreement prior to the issuance of a purchase order.
22. **DEBARMENT/EXCLUSION NOTICE:** Vendor represents and warrants that Vendor and its employees that will have contact with or provide goods or services to UAMS: (a) are not excluded, debarred, suspended, sanctioned or otherwise ineligible by any federal or state agency from participation in a federal or state health care program, including but not limited to Medicare or Medicaid; (b) are not convicted of a criminal offense related to the provision of health care items or services nor under investigation which may result in being excluded, debarred, suspended, sanctioned or otherwise declared ineligible to participate in a federal or state health care program; and (c) are not listed on any other federal or state exclusion, debarment, disqualification, sanction, or ineligible list.



UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES
STANDARD TERMS AND CONDITIONS
PURCHASE ORDER

Vendor will notify UAMS in writing within three (3) days after it becomes aware of any occurrence that would make the foregoing representation and warranty untrue during the term of this Purchase Order, and whether or not such notice is given to UAMS, UAMS may immediately terminate this Purchase Order upon written notice to Vendor.

23. **ACCESS TO RECORDS:** If this Purchase Order is for the provision of services with a value of \$10,000 or more over a 12-month period, then until the expiration of four (4) years after rendering of such services, Vendor shall make available to the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, and their duly authorized representatives, if requested by any of them, this Purchase Order and all books, documents and records necessary to certify the nature and extent of the costs of providing services under this Purchase Order. If Vendor carries out the duties of this Purchase Order through a subcontract worth \$10,000 or more over a 12-month period with a related party, Vendor agrees to include this requirement in any such subcontract. This paragraph shall be of force and effect only to the extent required by 42 U.S.C. § 1395x(v)(1)(I).
24. **REPORTING OF DISCOUNTS:** Vendor agrees to properly report and disclose discounts and fees in this Purchase Order, to the extent required by applicable state and federal law. Vendor agrees to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(A) and the safe harbor regulations regarding discounts or other reduction in price. Vendor shall satisfy any and all requirements imposed on sellers by the safe harbor. In accordance with 42 C.F.R. § 1001.952(h), Vendor shall fully and accurately report any discount on invoices, statements, or reports submitted to UAMS.
25. **EXPORT CONTROLS:** Vendor shall comply with all applicable laws, regulations and restrictions of the United States concerning the export of products, technical data and direct products thereof including, without limitation, all regulations regarding export, asset control and destination control of the Commerce, Treasury, State and Defense Departments of the United States Government, the Export Controls Act of 2018, and the Export Administration Act of 1979, as amended from time to time. If Vendor is providing any items, data or services (hereinafter "item" or "items") that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR) or controlled by a "600 series" or 9x515 Export Control Classification Number (ECCN), Vendor must notify the UAMS Office of International Compliance via the contact information listed on the website at <http://internationalcompliance.uams.edu> before delivery. Vendor agrees that if it fails to notify UAMS that it is providing ITAR-controlled items, or items controlled by a "600 series" or 9x515 ECCN, it shall reimburse UAMS for any fines, legal costs and other fees imposed by the regulatory agency for any violation of export controls regarding the provided items.
26. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT AND SERVICES:** Vendor represents and warrants that it does not use any "covered telecommunications equipment or services" as a "substantial or essential component of any system," or as "critical technology" as part of any system, as those terms are defined in Federal Acquisition Regulation clause 52.204-25. In the event Vendor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Vendor is notified of such by a subcontractor at any tier or by any other source, Vendor shall immediately notify UAMS and provide the information prescribed in Federal Acquisition Regulation clause 52.204-25(d)(2). Any breach of this paragraph shall give UAMS the right to immediately terminate this Purchase Order upon written notice to Vendor.
27. **AFFIRMATIVE ACTION NOTICE:** Vendor is notified that it may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222.54(c); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. UAMS is a prime federal contractor, and it is contractually bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended. Vendor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
28. **NON-DISCRIMINATION NOTICE:** In order to comply with all applicable state and federal laws, including without limitation, Title VI and VII of the Civil Rights Act of 1964 (as amended), Executive Order 11246, Title IX of the Educational Amendments of 1972, the Rehabilitation Act of 1973 (Sections 503 and 504), the Age Discrimination in Employment Act, the American with Disabilities Act of 1991, the ADA Amendments Act (ADAAA) of 2008, the U.S. Federal Court Decree in the Adams Cases of 1973; and Acts 99, 954, and 962 of the Arkansas General Assembly, Vendor agrees as follows: (a) Vendor will not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, creed, service in the uniformed services (as defined in state and federal law), veteran status, sex, age, marital or family status, pregnancy, physical or mental disability, genetic information, gender identity, gender expression, or sexual orientation; (b) in all solicitations or advertisements for employees, Vendor will state that all qualified applicants will receive consideration without regard to race, color, religion, national origin, creed, service in the uniformed services (as defined in state and federal law), veteran status, sex, age, marital or family status, pregnancy, physical or mental disability, genetic information, gender identity, gender expression or sexual orientation; (c) Vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with Act 954 of 1977; (d) failure of Vendor to comply with these statutes, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and this Purchase Order may be cancelled, terminated or suspended in whole or in part; and (e) Vendor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
29. **ETHICAL STANDARDS:** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by Vendor for the purpose of securing business in general.
30. **ISRAEL BOYCOTT NOTICE:** In accordance with Ark. Code Ann. § 25-1-503, Vendor hereby certifies to UAMS that Vendor



UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES
STANDARD TERMS AND CONDITIONS
PURCHASE ORDER

(a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this Purchase Order not to engage in a boycott of Israel. This paragraph does not apply to patient research subjects being reimbursed.

31. **ARKANSAS TECHNOLOGY ACCESS CLAUSE:** The following standard clause is required by Ark. Code Ann. § 25-26-204 for all contracts for the procurement of information technology by UAMS. This clause applies only if Vendor is providing electronic information processing hardware or software, including telecommunications:
- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
 - B. Accordingly, Vendor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
 - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 - 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 - 6. Integrating into networks used to share communications among employees, program participants, and the public.
 - 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
 - C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
 - D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.
 - E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.
32. **GOVERNING LAW; DISPUTES:** This Purchase Order shall be governed by and construed under the laws of the State of Arkansas, without regards to conflicts of laws principles. The Uniform Computer Information Transaction Act (UCITA) and the 1980 United Nations Convention on Contracts for the International Sale of Goods shall have no effect on this Purchase Order. Subject to the provisions on sovereign immunity herein, Vendor hereby consents to the jurisdiction of the State of Arkansas as the sole and exclusive venue for purposes of any suit, action or other proceeding arising out of or in connection with this Purchase Order. Vendor understands and agrees that any actions for damages against UAMS may only be initiated and pursued in the Arkansas State Claims Commission. Under no circumstances does UAMS agree to binding arbitration of any disputes or to the payment of attorneys' fees, court costs or litigation expenses.
33. **SOVEREIGN IMMUNITY:** Nothing in this Purchase Order between Vendor and UAMS shall be construed as a waiver of UAMS's sovereign immunity or UAMS's right to assert in good faith all claims and defenses available to it in any proceeding.
34. **LIABILITY:** Pursuant to Article 12, § 12 of the Arkansas Constitution, UAMS may not enter into a covenant or agreement to indemnify or hold harmless a party from any damages. Accordingly, any provision of this Purchase Order that would obligate UAMS to defend, indemnify or hold harmless Vendor and/or any third party shall be deemed void and unenforceable.
35. **INSURANCE:** UAMS does not maintain liability insurance. Any provision of this Purchase Order that would obligate UAMS to maintain insurance shall be deemed null and void.
36. **AMENDMENT; WAIVER; OTHER:** This Purchase Order may not be modified or varied except by a writing signed by UAMS's authorized representative. Failure of UAMS to insist on performance of the terms and conditions or requirements of this Purchase Order shall not be construed as a waiver of such terms, conditions or requirements, and shall not affect the right of UAMS



**UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES
STANDARD TERMS AND CONDITIONS
PURCHASE ORDER**

hereafter to enforce each and every term, condition and requirement. The invalidity, in whole or in part, of any provision of this Purchase Order shall not affect the validity or enforceability of any other provision hereof. In addition to the rights and remedies outlined herein, UAMS has the right to pursue any other remedy permitted by law or in equity. The warranties, remedies and indemnities provided in this Purchase Order shall survive delivery, and shall not be deemed waived either by reason of acceptance or payment. This Purchase Order cannot be assigned and the duties thereunder may not be delegated by either party without the written consent of the other party. Neither party shall use the name or trademark of the other party in any advertisement, press release, publicity or promotion without the prior written consent of the other party.