

INSTRUCTIONS TO VENDOR
REVISED NOVEMBER, 2025

1. Vendors must include the University's Purchase Order Number and Vendor Number on all invoices and shipping documents. Failure to do so may cause return of goods and/or invoice at Vendor's expense. Invoices for future goods or services delivered without an authorized purchase order in advance will not be processed for payment.
2. Send all invoices to Saint Louis University, Wool Center, Attn: A/P, 3545 Lindell Blvd, St. Louis, MO 63103. or, by email to accountspayable@slu.edu. Invoices sent elsewhere will cause payment delay.
3. Unless otherwise specified in this PO, delivery shall be FOB destination, freight prepaid and allowed. The University is relying on the promised delivery date and any installation or service performance set forth in this PO as material and basic to the University's acceptance. We reserve the right to cancel an order in case of delay in processing the order, or its shipment. We will not be responsible for materials supplied without a written purchase order, or materials for which costs exceed the prices on this order.
4. Inquiries regarding payment or billing should be directed to the SLU Accounts Payable department accountspayable@slu.edu. For other questions related to the order, please refer to the contact information of the Buyer listed on the Purchase Order.
5. **Ship To:** To ensure that delivery is made to the correct location, please address all shipments as noted on the front of this order. All correspondence, packages, and invoices must indicate the Purchase Order Number, Department Name, and Ship-to Address. Packages that are otherwise addressed may be returned to Vendor.
6. **Vendor Warranty:** The Vendor herein warrants and covenants that the subject merchandise complies with all applicable federal, state and local statutes, rules and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased or rented. Orders are subject to inspection upon delivery, and any rejected material will be returned at Vendor's expense.
7. **Insurance.** Vendor will carry and maintain the insurance coverage denoted below. Vendor shall deliver to the University certificates of insurance evidencing the following coverage:
 - Commercial General Liability and personal injury insurance coverage under this Agreement in the following amounts: \$1,000,000 each occurrence, \$2,000,000 in the aggregate and \$2,000,000 for bodily injury and personal injury, and property damage liability. Vendor shall name Saint Louis University as an additional insured on a primary and non-contributory basis. Policy will include a waiver of rights of recovery.
 - Workers Compensation/Employer's Liability for \$1,000,000 for bodily injury per accident and \$1,000,000 for bodily injury by disease per employee and policy active pursuant to the Worker's Compensation laws for the state where the facilities and equipment are being used. The policy will include a waiver of rights of recovery (where allowable by law).
 - If a motor vehicle owned, hired, or rented by the Vendor is used in performance of the agreement, the Vendor must maintain Automobile Liability Insurance for all owned, hired, and non-owned vehicles. The policy must name Saint Louis University as an additional insured and include a waiver of rights of recovery. Policy must provide combined limits of protection of \$1,000,000.
 - If applicable, Professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

Vendor agrees to provide 30-day notification to the University of any cancellation or material alteration of any above policy. In addition, Vendor is required and shall require any contractors, subcontractors, vendors or any other party performing work or providing services at the work site to carry the above insurance.
8. **Indemnification:** Vendor shall release, indemnify, and hold the University, its trustees, officers, employees, students and agents harmless from any and all actual or threatened liabilities, claims, suits, actions, damages, settlements and expenses incurred by or claimed against the University, including reasonable attorney's fees, arising out of Vendor's breach of this Agreement, injuries to persons or damages to property in connection with Vendor's provision of the services, Vendor's activities and use of the University's facilities or equipment, whether from an occurrence at the property of the University itself, during such use, before or after such use, going to and from such use in or about available parking areas, or otherwise, and NOTWITHSTANDING ANY NEGLIGENCE THAT MIGHT BE ALLEGED AGAINST, OR ATTRIBUTED TO THE UNIVERSITY OR ANY PERSON ENDEMNIFIED HEREUNDER. Vendor further agrees to pay any court costs or attorney's fees incurred or paid by the University to enforce any obligation imposed under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL THE UNIVERSITY'S LIABILITY FOR ANY DAMAGES WHATSOEVER EXCEED THE VALUE OF THE GOODS AND/OR SERVICES SPECIFIED IN THIS AGREEMENT.
9. **OSHA Regulation:** The item/s furnished on this order must comply with the William Steigers Occupational Safety and Health Act Public Law 91-596 dated December 29, 1970.
10. Saint Louis University, in compliance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and other federal laws and regulations, does not discriminate on the basis of race, sex, color, national origin, age, religion, disability, or veteran status in any of its policies, practices, or procedures.
11. The University is an equal opportunity employer and federal contractor or subcontractor. As applicable, the parties agree that they shall abide by the requirements of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to non-discrimination and posting requirements, and that these requirements are incorporated herein. Sections 60-300.5 and 60-741.5 require that covered prime contractors and subcontractors ensure non-

discrimination and take affirmative action in employment to employ and advance qualified individuals without regard to their physical or mental disability and protected Veteran status.

12. Vendor shall comply with applicable federal, state, and local ordinances, rules and regulations and shall include the equal employment opportunity and affirmative action clauses prescribed by Section 202 of Executive Order 11246 of September 24, 1965; Section 503 of the Rehabilitation Act of 1973; and Section 402 of the Vietnam Era Veteran's Readjustment Act of 1974, as amended, unless the transaction is exempt. The Vendor shall comply with Section 302 of the Americans with Disabilities Act of 1990 and agrees not to discriminate against an individual or class of individuals on the basis of disability directly or contractually in the provision of goods and services. All Vendors agree to submit reports, certification and other documents as required by such Executive Orders and acts and to incorporate by reference herein all rules, regulations, and orders issued under the authority of any of the foregoing.
13. By acceptance of this Purchase Order, the Vendor certifies that it is not presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation by any State or Federal department or agency.
14. Default payment terms are NET 30.
15. A detailed packing list, referencing the Purchase Order, must accompany all shipments.
16. The University is exempt from taxes. Do not include Federal Excise or State Sales Tax on your invoices. Appropriate certification of exemption will be furnished upon reasonable request.
17. Neither party shall have the right to assign this Purchase Order, or benefits arising from this Purchase Order, without the prior written consent of the other party.