

## NOTICE TO VENDORS

All purchase orders from New York State agencies are exempt from certain Federal taxes, and New York State local sales taxes pursuant to Article 28 and 29 of the New York State Tax Law.

All such purchase orders must be accepted in lieu of tax exemption certificates, the vendor retaining a copy to prove that the sale was exempt. Do not include taxes from which the State is exempt when submitting invoices.

All invoices or New York standard vouchers submitted for payment must include a Payee Identification Number. That number is defined as either a Federal Employer Identification Number or Social Security Number. Failure to include this number may delay your payment.

**SUMMARY OF PROMPT PAYMENT PROVISIONS:** Section 179 of the State Finance Law requires New York State to pay vendors in a manner consistent with accepted business practices. Specifically, the law requires that when vendors are not paid within 30 calendar days (excluding legal holidays) after delivering acceptable goods/services and a proper invoice, interest will begin to accrue. Interest will be calculated using the "overpayment rate" set by the Commissioner of Taxation and Finance. Interest will only be paid when it exceeds \$10 per invoice and when payment is made directly by the State rather than through an intermediary organization such as the Trustee for Certificates of Participation, issued pursuant to Article 5-A of the State Finance Law.

**PRIVACY NOTIFICATION:** The authority to request personal information from you, including identifying numbers such as Federal social security and Federal employer identifying numbers, and the authority to maintain such information, is found in Section 5 of the Tax Law. Disclosure of this information by you is mandatory. The principal purpose for collecting the information is to enable the Department of Taxation and Finance to identify individuals, businesses and other entities affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by the Tax Law.

The personal information is requested by the Purchasing Unit of the agency issuing the purchase order. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

New York State is an Equal Employment Opportunity/Affirmative Action Employer.

### SHIPPING INSTRUCTIONS:

1. Delivered goods must be identical to samples furnished with proposals.
2. Duplicate invoices with shipping receipts attached must be sent to the "Bill To" address shown on the front of this copy.
3. New York State is not liable for overshipments, which will be returned at vendor's expense.

### TERMS AND CONDITIONS

The following terms and conditions and any specifications, drawings, and additional terms and conditions which may be incorporated by reference or appended hereto are part of this purchase order. By accepting the order or any part thereof, the Seller agrees to and accepts all terms and conditions.

1. The cash discount period available to Buyer shall commence on the date of the receipt of acceptable merchandise or on the date of receipt of the invoice, whichever may be the later.
2. In the event of Seller's failure to deliver as and when specified, Buyer reserves the right to cancel this order or any part thereof without prejudice to its' other rights, and Seller agrees that Buyer may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver.
3. In the event any article sold and delivered hereunder shall be covered by any patent, copyright, or application therefore, Seller will indemnify and save harmless Buyer from any and all loss, cost, or expense on account of any and all claims, suits, or judgments on account of the use or sale of such article in violation of rights under such patent, copyright, or application.
4. Seller guarantees that the design and performance of all items being purchased conform with the requirements of applicable insurance and government health and safety regulations, including regulations administered by OSHA and EPA.
5. Seller agrees not to use the name of Buyer or to quote the opinion of any of Buyer's employees in any advertising without obtaining the prior written consent of Buyer.
6. Buyer may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
7. Seller agrees to indemnify, defend, and hold harmless Buyer, its' trustees, officers, agents and employees, of, from, and against any and all claims and demands which may arise in any way out of the furnishing of goods or services hereunder, including, without limitation, claims and demands arising from injury to or death of personnel of Buyer or for damage to the property of Buyer, except those arising by reason of the negligent or willful act of Buyer, its' officers, agents, or employees.
8. It is the policy of the Buyer to give favorable consideration to those suppliers who do not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.
9. New York State Exhibit A (Standard Contract Clauses), Exhibit A-1 (Affirmative Action Clauses), and Exhibit Z (Health Insurance Portability and Accountability Act Requirements) are hereinafter considered part of this purchase order, as if fully incorporated herein. A copy of Exhibit A, A-1 and/or Z may be obtained from buyer.