

## **Relevant Terms**

### **1. Customer Support**

Supplier shall provide a single point of contact plus a backup for each member. This individual may support multiple members. Members shall have access to their corresponding customer service representative during normal business hours of every business day.

### **2. Orders**

All terms and conditions of an individual member's standard procurement terms for ordering may apply. With each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all specifications, terms and conditions of the Agreement.

### **3. Invoices and Payment**

Invoices shall be directed to the appropriate location(s) specified by the member. Invoices and payment terms must comply with the requirements of each member. The member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

If a member does not specify payment terms, the default payment term for members shall be net 30 or as per State Statute. Payments would then be made within thirty (30) days after receipt of a valid invoice or delivery, whichever is later.

### **4. Order Fulfillment, Distribution and Installation Agreements**

Order Accuracy rate shall be maintained at 99% or greater. Order Accuracy rate is defined as "the number of items delivered as ordered divided by the total number of items ordered."

Order Fill rate should be maintained at 95% or greater. Order Fill rate is defined as "the number of items on an order filled completely as ordered divided by the total number of lines on an order."

Supplier, within twenty-four (24) hours after receiving a purchase order, shall notify the member of any known potential delivery delays. The following information regarding backorder(s) shall be provided to the member:

- PO Number, if applicable
- Item ID
- Item Name & Description
- Reason for shortage
- Plan of action (when delivery may be expected or suggested replacement)

### **5. Delivery**

Deliveries to members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s) and new construction sites. Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

Normal delivery of orders must be accomplished at established times as set by the member. On-time delivery shall be maintained at 95% or greater. On-time delivery is defined as delivery of order within the specified delivery time frame after the placement of order. Orders will be defined as late without approved notification. The Supplier(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation.

Title and risk of loss shall pass to the member at the destination point or after installation by authorized dealer/representative. The title and risk of loss of the goods shall not pass to a given member until receipt and acceptance of the goods at the point of delivery and or installation. The products furnished shall be delivered:

***F.O.B. Destination, Freight Prepaid and Added***