

Dear Suppliers,

At this uncertain time, we ask you to review and sign our new delivery requirements regarding perishable items only. We anticipate a sufficient warning of any closures related to COVID-19 or any other act of God; but, if we are unavailable to efficiently store perishable items, we request that you follow the guidelines outlined below:

### **What is Force Majeure?**

The obligations of either party in relation to a sale shall be suspended to the extent that such performance is impeded or made unreasonably onerous by an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the contract, including purchase order, and could not reasonably have avoided or overcome it or its consequences (Force Majeure). Force Majeure includes, but is not limited to, industrial disputes, fire, extreme weather, pandemics, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to above whether occurring prior to or after the formation of the contract.

The party that claims being in a Force Majeure situation shall notify the other party *in writing* without delay when the circumstance starts and when it ends. If Force Majeure prevents the University from receiving products, the University will compensate the supplier for costs associated with the failed delivery only.

Either party shall be entitled to terminate the delivery by notice *in writing* to the other party if delivery is suspended due to Force Majeure.

### **Delivery of Perishable Items**

1. Supplier shall deliver the products at the agreed upon delivery date to the University.
2. The risk for the Products shall pass to the University only after signature by a member of the University is received.

3. All deliveries of perishable items to the University shall be signed-for prior to release. No drop shipments will be accepted. If a University employee is unavailable to sign due to Force Majeure, the products will be returned with the Supplier’s driver or sub-contracted driver to the Supplier.
4. If the University anticipates that they will be unable to take delivery of the Products at the agreed date of delivery, they shall forthwith notify the Supplier *in writing* thereof, stating the reasons and, if possible, the time when he will be able to take delivery.

Thank you,

**Alexis Jones**

Contract Supervisor, Contracting & Procurement

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Supplier		Rowan University	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	