



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA OF GREATER HOUSTON

Standard Purchasing Terms

Prior to doing business with the YMCA of Greater Houston (YMCA), suppliers are asked to review and agree to standard purchase terms, including:

General

YMCA supplier payment terms are established by YMCA Procurement when adding a new supplier to the supplier portal. The payment terms dictate when payments to suppliers will be made. YMCA employs a "Net 30" payment term meaning that the payment will be issued 30 days from the date of the supplier's invoice after product or service has been received. Purchase orders sent to the supplier reflect these terms and conditions and they apply to all invoices received by the YMCA. Payment terms other than "Net 30" can only be negotiated by YMCA Procurement.

We advise suppliers not provide product or services without a printed purchase order (PO) which is provided to supplier via email or fax. YMCA electronic POs have been approved, meaning the YMCA has agreed to purchase and payment will follow our agreed upon terms. Product or service provided without an electronic PO have not been approved and will delay or decline payment.

Electronic transmission

POs are transmitted by electronic transmission via email, such transmission shall have the legal significance of a duly executed original delivered to the supplier.

Data and payments

Catalog Suppliers are able to maintain their own catalogs in the supplier portal and Punch Out Suppliers are able to maintain their own website. Therefore, pricing on the PO is based on the supplier's current managed catalog or signed quote attached to PO and what YMCA has agreed to pay. Suppliers agree that pricing provided the YMCA in the supplier managed catalog or Punch Out is the best price and agrees to meet or beat pricing. The net amount shall be payable within 30 days after the later of delivery and acceptance of goods or other performance.

Improper performance and disputes

In addition to other remedies provided by law, the YMCA reserves the right to reject any goods or to revoke any previous acceptance and to cancel all or any part of a PO if supplier fails to deliver all or any part of the goods or perform any of the work.

Acceptance of any part of the PO shall not bind the YMCA to accept any future shipments or work, nor deprive it of the right to return goods already accepted.

Warranty

Supplier expressly warrants all goods delivered under a PO to be free from defects in material and workmanship and to be of the quality, size and dimensions ordered and or work performed under a PO to be in conformity with all plans, specifications and other data incorporated as part of a PO.

Risk of loss

Unless the PO expressly states otherwise, all goods shall be shipped FOB: the "Ship to" location designated in the PO. Risk of loss shall not pass to the YMCA until goods called for in a PO have been received and accepted by the YMCA at the destination specified. Supplier assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage even if the YMCA has agreed to pay freight, express or other transportation charges.

Termination without cause

The YMCA, in its sole discretion and without cause, may terminate a PO, in whole or in part, at any time without incurring liability to the supplier for lost profits, or any other costs or damages, other than the proportionate value of the purchase price for work completed on site or goods delivered.



YMCA Mission: To put Judeo-Christian principles into practice through programs that build healthy spirit, mind and body for all. Everyone is welcome.