This purchase order, when signed by an authorized University Buyer, constitutes the complete and final offer of the Buyer with respect to the terms and descriptions included herein, and shall be a Contract unless disclaimed by the Seller within a reasonable length of time defined as no more than seven calendar days following mailing in non-compliance with Executive Orders 13176 and 12086 or any other applicable contract clause. If the Buyer elects not to make this offer, or to accept the proposal of the Seller except by a writing signed by an authorized representative of the Buyer. This offer is made exclusively to the Buyer herein and may not be assigned by the Seller. The Buyer shall be excused from any failure to perform in accordance with this Agreement or applicable law when the failure is due to causes beyond the Buyer's control including but not limited to Acts of God, war, mobilization, riots or other civil disorders, fires, floods, strikes, lockouts or other material labor disruptions, and/or patent and copyright infringement complaints or litigation in a court of law referring to the Buyer as defendant.

STANDARDS AND REGULATIONS - FEDERAL AND STATE: In performance of the Order, Seller shall comply, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance, with all applicable federal, state and local laws, rules, ordinances and regulations. QUANTITY AND QUALITY: The quantity term stated in this writing shall be complied with strictly, as stated. The Seller warrants that all goods, materials or work furnished are of fair average quality and would meet such a standard of description in the trade. TIME: Time is of the essence as to delivery, and the Buyer reserves the right to reject the goods, materials or services for Seller's failure to meet the delivery provisions of this order whether or not material delay or loss ensues. DELIVERY: Delivery is to be made only to the destination stated in this writing and must be made between 8:30 A.M. and 4:00 P.M., Monday through Friday, holidays excepted, unless otherwise stated on the front page. INSPECTION/ACCEPTANCE: Thirty days from date of delivery or installation is deemed to be the reasonable time for the Buyer to inspect and accept or reject the goods, materials and services of the Seller. PRICE: All prices are FOB Buyer's receiving area, Prepaid and Allowed unless otherwise specified. FREIGHT: If shipment is indicated as FOB Seller's plant, Prepaid and Add, the Seller will prepay the freight charges and add them to the invoice. Freight charges $50 and over require supporting receipt for reimbursement. Collect shipments will be returned at Sellers expense. INVOICES: Render invoices as instructed on the face hereof immediately upon delivery or completion of order. Separate invoices for each order must be rendered in Duplicate. The University pays invoices Net 30 days from the date of the invoice unless otherwise stated on the purchase order. Seller is responsible for maintaining and providing proof of delivery. REFUNDS: Seller will make prompt cash refunds to Buyer for payments received for goods properly rejected by Buyer, or if paid for but material has not been received. PACKING LISTS: Packing lists in duplicate must accompany each case or parcel, showing our order number and complete description of content. LABELS: All cases or parcels must be labeled with indelible marking and securely fastened to packages, showing our order number and addressed to destination specified on this order. Drop shipments and parcels must be located similarly. COMMUNICATIONS: All communications and acknowledgments concerning this order must be directed to the Buyer whose name appears on the face of this Order. Information, advice, approvals, or instructions by University Personnel or Representatives, other than the Buyer, shall be deemed expressions of personal opinions only and shall not affect the University's and Sellers rights and obligations hereunder unless set forth in a writing which is authorized by the University's Buyer and which expressly states that it constitutes an amendment or change to this order. INSURANCE: All Contractors performing work on University premises are required to provide evidence of coverage for Workmen's Compensation, Employee's Liability, and Public Risk, and save us harmless from all loss and liability. PRICE WARRANTY: Seller warrants that the price(s) for the articles or services sold Buyer hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar articles or services in similar quantities. In the event Seller reduces its price(s) for such articles or services during the term of this Order, Seller agrees to reduce the prices hereof accordingly. Seller warrants that price(s) shown on this Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. PROPERTY RIGHTS: All materials, tools, equipment and other property either furnished by Buyer to Seller or individually paid for by Buyer, shall remain the property of the Buyer, but the Seller assumes the risks of, and shall be responsible for, any loss thereof or damage thereto, until returned in good order to the Buyer. OWNERSHIP OF WORK PRODUCT: Seller agrees that any and all services provided and/or materials developed for Buyer are intended as "works made for hire" by Seller for Buyer and all title to all rights (including, without limitation patent rights, copyrights, trademarks, and other intellectual property rights) or other legal interest in all data, analyses, graphs, reports, formulae, know-how, patent rights, copyrights, mask works, trade secrets, physical property, or other material and intellectual property prepared, procured, or produced, in the rendition of the services (collectively, the "Deliverables") shall vest in Buyer. To the extent the Deliverables are not deemed to be "works made for hire" under applicable law, the Seller hereby assigns any and all rights in such Deliverables to Buyer. Upon the request of Buyer, Seller agrees to execute a written assignment or other document in a form satisfactory to Buyer giving Buyer title to any and all Deliverables produced. TAX EXEMPTION: As a non-profit educational institution, Carnegie Mellon University is exempt under Public Law 85-859 from Federal Excise Tax (exemption No. A110656) and from payment of the Pennsylvania Sales and Use Tax (exemption No. 75-08601-0), unless otherwise stated on the face of the purchase order. A blanket exemption certificate will be furnished upon request. MINORITY PARTICIPATION AND EQUAL OPPORTUNITY: Seller agrees to be subject to all applicable contract clauses required by Federal, State or Local laws, rules or regulations to be included in this contract, including but not limited to, the following clauses which are incorporated by reference herein: Equal Opportunity Clause (41CFR60-1.4); Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41CFR60-250.4); Affirmative Action Clause for Handicapped Workers (41CFR60-741.4); and Certification of Non-segregated Facilities Clauses (41CFR60-1.8 and 41CFR1-12.803.10); Small Business Administration (13CFR-101); and HubZone Program (13CFR-126). Seller agrees and certifies, if applicable, that it has developed a written Affirmative Action Compliance Program (41CFR60-1.40(a) and 41CFR265.9) and annually files standard form 100 (EOE-1) (41CFR60-1.7(a)). Seller certifies that it has not been found in noncompliance with Executive Order 11246 or Title IV of the Civil Rights Act of 1964 by any federal agency or court. Seller agrees that it will abide by the provisions of the Americans with Disabilities Act. Seller also agrees that any subcontractors it may employ will be subjected to all applicable contract clauses required by federal, state or local laws, rules or regulations. FEDERAL AGENCY REGULATIONS: If this or any Order indicates it is placed under a United States Government (Federal) award, it is subject to all applicable requirements of (a) the Office of Management and Budget's Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations", including, but not limited to, the requirement that Buyer, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the...
Seller which are directly pertinent to this or any Order for the purpose of making audits, examinations, excerpts and transcriptions; (b) Circular A-110 Appendix A – “Contract Provisions”; and, (c) Grant General Conditions (GC-1) 8/97, each incorporated herein by reference, with the same effect as if they were fully set forth.

EXPORT CONTROL: As an institution of higher learning, Buyer typically does not take receipt of export-controlled information, except as may be specifically agreed to by Buyer and for which Buyer has made specific arrangements. Seller agrees that it will not provide or make accessible to Buyer any export-controlled materials (including, without limitation, equipment, information and/or data) without first informing Buyer of the export-controlled nature of the materials and obtaining from Buyer its written consent to accept such materials as well as any specific instructions regarding the mechanism pursuant to which such materials should be passed to Buyer. Seller agrees to comply with any and all applicable U.S. export control laws and regulations, as well any and all embargoes and/or other restrictions imposed by the Treasury Department’s Office of Foreign Asset Controls. Without limiting the generality of the prior sentence, Seller understands and agrees that to the extent Seller’s personnel have access to work or materials controlled under the International Traffic in Arms Regulations (“ITAR”), each and every such personnel must be a “U.S. Person” as defined in Section 120.15 of the ITAR and/or hold an applicable export license obtained through the appropriate office of the U.S. Department of State. Seller agrees to indemnify and hold harmless Buyer from and against all claims, damages, fines and/or liabilities incurred in the event of Seller’s violation of the terms of this Export Control paragraph.

CONFLICT OF INTEREST: Seller agrees to take all appropriate steps to prevent Buyer from entering into a purchasing commitment with Seller which would result in a conflict of interest situation. Employees of the Buyer and their families should not enter into contracts with the Seller (nor businesses in which such individuals have a financial interest), nor should they hold equity in Seller, sit on Seller’s boards, serve as advisors to Seller, and/or provide consulting services to Seller, unless any and all such conflicts are disclosed to and mitigated through appropriate persons of Buyer. Seller agrees to provide a full disclosure of any relevant information relating to possible conflicts or financial interest, in writing, to Buyer’s Director of Procurement Services for review prior to agreeing to provide or providing any products and/or services to Buyer.

INFRINGEMENT INDEMNITY: In lieu of any other warranty by Buyer or Seller against infringement, statutory or otherwise, it is agreed that Seller shall defend at its expense any suit against Buyer based on a claim that any item furnished under this Order or the normal use or sale thereof infringes a Letters Patent or copyright, or violates a trade secret, other than claims under Letter Patents covering combinations of such items with items not furnished by Seller, and shall pay costs and damages finally awarded in any such suit, provided that Seller is notified in writing of the suit and given authority, information, and assistance at Seller’s expense for the defense of same. If Seller fails after notice to defend any such suit, Buyer may, at its option, defend the suit at Seller’s sole expense. If the use or sale of said item is enjoined as a result of such suit, Seller, at no expense to Buyer, shall obtain for Buyer the right to use and sell said item, or shall substitute an equivalent item acceptable to Buyer and extend these indemnities thereto.

SOFTWARE LICENSE: Except as may be established within a separate license agreement between Buyer and Seller, Buyer has the right to perpetually use provided software with unlimited user access. Seller warrants that Seller holds all rights, titles and/or licenses necessary to provide any software hereunder without restriction. Seller warrants that Buyer is licensed to copy any software provided under this Order onto a computer memory device and to make back-up copies of such software.

TERMINATION FOR CONVENIENCE: This or any Order may, at any time, be terminated in whole or in part by written notice from the Buyer. If such termination is for the convenience of the Buyer and is not caused by the Seller's failure to fulfill the requirements or make progress so as to endanger performance of any Order, Buyer, deducting any amount(s) previously paid, shall pay a proportional price for all effort performed on such work but excluding profit on direct costs incurred due to the termination. The total amount to be paid by Buyer in the event of convenience termination shall be determined by negotiation, but it shall in no event exceed the price of the Order. In the event of such termination, Seller shall use its best efforts to reduce costs incurred on terminated work and, to the extent not terminated, shall diligently continue performance of the work not terminated in accordance with the terms of this Order.

ENTIRE AGREEMENT: This Order, and any attachments or any documents incorporated herein, constitute the complete and exclusive statement of the terms and conditions of the agreement between Buyer and Seller and supersede all prior representations, understandings, and communications relating hereto.