

TERMS AND CONDITIONS

- (1) **PURCHASE ORDER CONSTITUTES ENTIRE AGREEMENT.** This Purchase Order consists of the provisions of the following documents, each of which is attached to or made a part of the Purchase Order, namely, any referenced specification or quotation number. This Purchase Order constitutes the entire agreement between the University and the Seller. No provisions of any bid, proposal, quotation or specification of the Seller shall be deemed to be a part of the Purchase Order, except to the extent that such provision is specifically stated on the face of the Purchase Order. Except as provided in Paragraph (5) below, no amendments, modifications or

University's inspection before acceptance and also to later rejection if use reveals defects not apparent upon receipt and if rejected will be held at Seller's risk and expense for storage and other charges. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.

- (8) **INDEMNIFICATION.** The Seller agrees to indemnify the University and hold it harmless from and against all liability, losses, damages, claims, liens and expenses (including reasonable legal fees) arising out of or connected with the work of service performed, or resulting from damages or injuries and expense (including reasonable fees) arising out of or connected with the work or service performed, or resulting from damages or injuries incurred by the University by reason of any defect in material, workmanship and/or design of any goods furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the University or its employees, and in any case the Seller shall at the request of the University undertake to defend any and all suits and to investigate and to defend any and all claims whether justified or not, if such claim or suit be against the University.
- (9) **PATENTS.** The Seller warrants that the good furnished hereunder, either alone or in combination with other materials will not infringe on any patents in the United States or any foreign country. The Seller agrees, at the Seller's own expense to defend any and all actions or suits alleging such infringements and will save the University, its officers, agents, servants and employees, harmless in case of such infringement.
- (10) **BANKRUPTCY AND ASSIGNMENT.** In the event of any proceedings in bankruptcy or insolvency by or against the Seller, or in the event of the appointment (with or without the Seller's consent) of an assignee for the benefit of creditors, or of a receiver, the University may cancel this Purchase Order.
- (11) **INSURANCE.** If fabrication, construction, installation or other work is specified to be done on the University's premises, the Seller, or its subcontractor, if any, shall carry Worker's Compensation Insurance for all employees engaged in the work as required by the laws of the State of Indiana. The Seller, or its subcontractor, if any, shall carry public liability insurance in the amount of not less than \$1,000,000.00 for injuries including accidental death, to any one person and subject to the same amount for each person and on account for each accident. The Seller, or its subcontractor, if any, shall also carry property damage insurance in the amount of not less than \$250,000.00. The Seller shall furnish or see that a subcontractor furnishes the University with satisfactory proof of carriage of such insurance. The university may request to be listed as an additional insured on the insured's public liability insurance.
- (12) **Nondiscrimination and affirmative action.** This contractor and its subcontractor(s), if any, shall abide by the requirements of Indiana Civil Rights Act, IC 22-9, Executive Order 11246 and the Equal Opportunity clauses as set forth in 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these

