

- 1) **PARTIES** The term "Seller" as used herein is defined as the addressee of this order. The term "Buyer" is defined as Gettysburg College, Gettysburg, Pennsylvania, and a Pennsylvania corporation. The Purchase Order constitutes the entire agreement between the Parties and shall be interpreted in accordance with the laws of Pennsylvania.
- 2) **ACCEPTANCE** This Purchase Order is subject to these terms and conditions and is an offer which supersedes all prior communications between the parties. The issuance of any other form of contract document against this offer or shipment of the requested goods or performance of the required services is an acceptance of the offer and not a counter-offer and shall create a contract of sale between the parties. Provisions contained in any document issued against this offer that materially alter, add to or subtract from the provisions of this offer are rejected and shall not be a part of the contract of sale unless specifically agreed to in writing by Buyer.
- 3) **PRICE** Purchase Order must be filled at no higher price than last quoted or charged, or in effect at the date of issuance. Purchase Order is not to be filled at a price in excess of the stated amount without Buyer's written consent. Seller agrees that any price reductions made subsequent to order placement but prior to payment shall apply. Seller certifies that the prices herein are not higher than prices being charged to other organizations purchasing identical goods and quantities at this particular time.
- 4) **PACKING** Seller shall package shipments in a manner reasonably designed to fully protect against loss or injury and to permit shipping by the most economical method. Seller shall bear the cost of packing and shipping order. Buyer's Purchase Order number must appear on the outside of each package and all related documents.
- 5) **FREIGHT** Seller shall prepay freight charges and add to invoice. Shipments made not in accordance with Buyer's routing and shipping instructions may result in a chargeback to the Seller for unauthorized freight and/or other charges.
- 6) **DELIVERY** Time is of the essence. Delivery of the goods must be made as specified. Buyer may change or temporarily suspend delivery schedules. Seller shall promptly notify Buyer in writing of any anticipated delay beyond the scheduled delivery date. In the event of late delivery of any goods, Buyer may, at its option and without any further liability hereunder, terminate the Purchase Order for cause, partially terminate the Purchase Order for cause, vary the delivery times set forth in the Purchase Order, or obtain the goods from other sources. Any losses sustained or costs incurred by Buyer as a result of late delivery shall be paid by Seller to Buyer upon demand.
- 7) **TITLE** All shipments shall be made F.O.B. point of destination, and title to goods, as well as risk of loss, shall pass to Buyer only upon delivery of goods to that point.
- 8) **INSPECTION** Buyer reserves the right to inspect and approve goods and services provided by the Seller, within a reasonable time after delivery or completion. Any goods or services not in conformance with Buyer's specifications may be rejected and/or returned to the Seller at the Seller's expense, and payment of invoices for same may be withheld pending acceptance of satisfactory product or services, at Buyer's sole discretion.
- 9) **PAYMENT** Buyer will pay Seller's correct invoices within 30 days after receipt and acceptance of the goods or completion and acceptance of services. No deposits will be paid with order unless agreed by the parties.
- 10) **DISCOUNT** Discount periods will commence with the receipt of shipment or the completion of services, or the receipt of correct invoice, whichever is later, unless specified otherwise.
- 11) **WARRANTY** Seller expressly warrants that all articles, materials, goods and services provided under this Purchase Order shall be free from defects in material and workmanship; shall strictly conform to applicable specifications, instructions, drawings, data and samples, if any, including performance specifications; if of Seller's design, shall be free from design defects; and shall be merchantable and fit for the use intended by Buyer. These warranties shall be in addition to all warranties, express, implied, or statutory. Neither inspection nor payment by Buyer shall constitute a waiver of any breach of any warranty.
- 12) **CHANGES** At any time, Buyer may make changes in the drawings, design, specifications, quantities, delivery schedule, methods of shipment or packaging, place of inspection or acceptance and/or point of delivery of any goods. No change shall be effective unless authorized in writing by Buyer. If such changes result in a delay or an increase or decrease in expense to Seller, Seller shall notify Buyer immediately and negotiate an equitable adjustment, provided that Seller shall, in all events, proceed diligently to supply the goods or perform the work or services referenced in the Purchase Order. No claim by Seller for such equitable adjustment shall be valid unless submitted to Buyer in writing within 30 days from the date of such notice of change and accompanied by an estimate of charges resulting from such changes.
- 13) **INFORMATION** Drawings, data, designs, specifications, recipes and other processing and technical information supplied by Buyer shall remain Buyer's property and shall be held in strict confidence by Seller. Such information shall not be reproduced, used or disclosed to others by Seller without Buyer's prior written consent and shall be returned to Buyer upon completion by Seller of its obligations under the Purchase Order or upon demand. Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale or use of the goods referenced in the Purchase Order shall be deemed to have been disclosed as part of the consideration for the Purchase Order and Seller shall not assert any claim against Buyer by reason of Buyer's use thereof. Buyer does not agree to indemnify Seller for infringement of any patent, trademark, copyright or data rights.
- 14) **INTELLECTUAL PROPERTY** Seller warrants that it has good and clear title to the goods furnished hereunder, free and clear of all liens and encumbrances, and that the transfer of the goods referenced in the Purchase Order or the performance of the services referenced in the Purchase Order, shall not infringe the rights of any third party. Seller warrants further that as to any goods furnished hereunder which are not manufactured or processed in accordance with detailed design specifications supplied solely by Buyer, that it owns all right, title and interest in and to the goods, including but not limited to all patents and copyrights. Seller shall indemnify, defend and hold harmless Buyer (and its officers, employees, representatives, successors, and assigns or any of them) from and against all liability, loss, cost and expense, including reasonable attorneys' fees, arising out of or related to any claim that Buyer's use or possession of the goods infringes or violates the patents, trademarks, copyright, trade secret or other right of any third party. Buyer shall give Seller prompt notice of any such suit or proceeding and shall also give Seller all necessary authority, information and reasonable assistance to enable Seller at Seller's option to settle or defend the same. In the event that the use of said goods or any part thereof is enjoined, Buyer at its election may require Seller, at Seller's sole cost and expense, to: (i) Procure within 30 days for Seller the right to continue using said goods or part; (ii) Modify same so it becomes non-infringing; (iii) Replace it with non-infringing goods or parts; or (iv) Remove the goods and refund that portion of the purchase price paid hereunder therefor by Buyer for the goods.
- 15) **COMPLIANCE WITH LAWS** Seller shall comply with all applicable laws, rules and regulations. On request, Seller shall furnish Buyer certificates of compliance with all applicable laws, regulations and orders of any governmental authority which apply to the Purchase Order. Seller certifies that goods sold hereunder were manufactured or produced in full compliance with the Fair Labor Standards Act of 1938, as amended, and all applicable U. S. Department of Labor Regulations promulgated thereunder, and are sold in full compliance with the Federal Trade Commission Act and the Clayton Act, as amended, and all other federal and state antitrust statutes and all rules, regulations and orders issued pursuant thereto and the Occupational Safety and Health Act of 1970, as amended, and all other federal and state occupational safety and health statutes, and all standards, rules, regulations and orders issued pursuant thereto.
- 16) **TERMINATION** Buyer reserves the right to cancel this Purchase Order or any portion thereof, without liability to Buyer for undelivered goods covered by the Purchase Order, for any reason or cause, including but not limited to the Seller's failure to (a) make delivery by Buyer's stated delivery date(s), (b) supply goods or services according to Buyer's specifications, or (c) supply goods or services at the price stated on the face hereof. In the event of termination, for cause, Buyer may produce, purchase or otherwise acquire goods elsewhere on such terms or in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for any excess cost or other expenses incurred by Buyer.
- 17) **TAXES** Seller shall assume exclusive liability for all taxes on the manufacture or sale of the goods to be furnished hereunder or on any services to be rendered by Seller, and to pay any and all such taxes except those Buyer specifically agrees or is by law required to pay. Any taxes to be paid by Buyer shall be separately stated on the invoice. Prices shall not include any taxes for which Seller can obtain, or Buyer can furnish an exemption.
- 18) **REMEDIES** The remedies reserved to Buyer herein, except where expressly stated to be exclusive, shall be cumulative and in addition to any other further remedies provided by law. No waiver of any breach to these terms shall be deemed to constitute a waiver of any other breach.
- 19) **ASSIGNMENT** Seller may not assign the Purchase Order or any rights or obligations herein, or delegate the performance of any of its duties hereunder without Buyer's prior written consent. The Purchase Order, including these terms and conditions, shall bind any permitted successors and assigns. Any consent by Buyer to assignment shall not be deemed to waive Buyer's right to recoupment and/or setoff of claims arising out of this or any other transactions with Seller, its divisions, affiliates or subsidiaries, or to settle or adjust matters without notice to its permitted successors and assigns.
- 20) **FORCE MAJEURE** Either party shall be free from liability for failing to perform hereunder if such failure is due to acts of God or other causes beyond the reasonable control of the affected party. In the event that Seller is unable to perform for any such reason beyond its control, Buyer shall have the right either to extend the delivery dates until Seller is able to perform or to terminate the Purchase Order.
- 21) **INDEMNITY** Seller agrees to indemnify, defend and hold Gettysburg College harmless from and against any and all claims, liabilities, losses or damages of any kind whatsoever, including consequential damages, along with all costs including attorneys' fees connected therewith, brought by or on behalf of any person or persons arising out of, directly or indirectly, the performance of the Purchase Order including these terms and conditions, including but not limited to, any breach of Seller's warranties, failure of Seller to comply with any applicable laws, and claims or actions made or brought by or on behalf of Seller's employees, agents, representatives or assigns of subcontractors or their employees, agents, representatives or assigns.
- 22) **INSURANCE** When performing services hereunder, Seller shall carry and maintain comprehensive public liability insurance, including contractual liability, products/completed operations liability, automobile bodily injury and property damage, workers' compensation, and employer's liability insurance with coverage satisfactory to Buyer. Prior to commencement of any services to be performed hereunder, Seller shall deliver to Buyer certificates of such insurance which stipulate that not less than 30 days' notice will be given Gettysburg College prior to termination or reduction of the limits of coverage. -END