

**AFFIRMATIVE ACTION:** By accepting this purchase order, the Seller certifies that it will not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or veteran status and will indemnify purchaser from any claims regarding vendor discrimination.

**DELIVERY:**

1. If delay is foreseen, vendor shall give written notice to SFA Procurement Services. SFA Procurement Services reserves the right to extend the delivery date if reasons are acceptable, or to cancel the order and purchase the goods and services elsewhere. Default in promised delivery (without accepted reasons) authorizes SFA to charge the full increase in cost and handling to the defaulting vendor.
2. No substitutions or cancellations are permitted without the written approval of SFA Procurement Services.
3. A current Material Safety Data Sheet (MSDS) must accompany all products requiring one in accordance with current state and federal laws and regulations.
4. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to buyer upon buyer's inspection and acceptance of such items at buyer's location.
5. All items supplied shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise specified. New shall not be construed as excluding recycled or remanufactured products. Failure to meet specifications places the vendor in default and authorizes SFA to purchase the goods or services elsewhere and charge the full increase in cost and handling to the defaulting vendor.

**INVOICING:** Invoices must include, at a minimum, the following information. Vendor name on purchase order and invoice must match.

1. Purchase Order Number
2. Remittance address
3. Charges only for items shipped
4. Texas Payee I.D.

**NOTES TO VENDOR:**

1. Advise the Purchasing Agent immediately of any exceptions to this Purchase Order. Changes must be approved prior to shipment. Failure to advise will constitute acceptance of all terms and conditions, including price and description, shown on this order.
2. Vendor agrees to comply with all terms and conditions stated on front and back of this purchase order.
3. The Purchase Order Number shall be referred to on all invoices, packages, packing lists, shipping notices and any correspondence relating to this Order.

**PATENTS OR COPYRIGHTS:** The contractor agrees to protect SFA from claims involving infringements of patents and copyrights.

**TAX EXEMPT:** SFA is exempt from Federal Excise Tax and State Sales Tax-Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property described in this numbered order, purchased from the contractor and/or shipper, as this property is being secured for the exclusive use of the State of Texas. Tax Exemption Letter will be furnished upon request.

**ALTERNATIVE DISPUTE RESOLUTION:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by SFA and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Vice President for Finance and Administration shall examine Contractor's claim and any counter claim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor; (ii) neither the issuance of this Contract by SFA nor any other conduct, action or inaction of any representative of SFA relating to this contract constitutes or is intended to constitute a waiver of SFA's or the state's sovereign immunity to suit; and (iii) SFA has not waived its right to seek redress in the courts.

**ACCESS BY INDIVIDUALS WITH DISABILITIES:** Vendor/Contractor represents and warrants that the electronic and information resources and all associated information, documentation and support that it provides to the University under the Agreement ("Electronic and information Resources (EIR) Accessibility Warranty"; collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Vendor/Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to the University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event the Vendor/Contractor fails or is unable to do so, then the University may terminate the Agreement and Vendor/Contractor will refund to the University all amounts the University has paid under the Agreement within thirty (30) days after the termination date.

**SECURE ERASURE OF HARD DISK PRODUCTS AND/OR SERVICES:** Vendor/Contractor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.

**THIS ORDER SHALL BE GOVERNED, CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS.**