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 SFASU Procurement Services. SFASU 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 SFASU 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 SFASU 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 SFASU 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 3. Charges only for items shipped
2. Remittance Address 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 SFASU from claims involving infringements of patents and copyrights.

TAX EXEMPT: SFASU 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 SFASU 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 SFASU nor any other conduct, action or inaction of any..
representative of SFASU relating to this contract constitutes or is intended to constitute a waiver of SFASU’s or the state’s sovereign immunity to suit; and (iii) SFASU has not waived its right to seek redress in the courts.

ACCESS TO PUBLIC INFORMATION: Contractor is required to make any information created or exchanged with SFASU pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to SFASU.

ACCESS BY INDIVIDUALS WITH DISABILITIES: Contractor represents and warrants that the electronic and information resources, as defined by Texas law, and all associated information, documentation and support that it provides to University under the Agreement (“Electronic and information Resources (EIR) Accessibility Warranty”; collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapters 206 and 213 of the Texas Administrative Code. SFA may review, test, evaluate and monitor Contractor’s EIRs for compliance with the EIR Accessibility Warranty. Contractor agrees to cooperate fully and provide University timely access to EIRs and other items and information needed to conduct such review, evaluation, testing and monitoring. Neither the review, testing (including acceptance testing), evaluation, or monitoring of any EIR, nor the absence of such review, testing, evaluation, or monitoring will result in a waiver of the University’s right to contest the Contractor’s assertion of compliance with the EIR Accessibility Warranty. To the extent 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 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 Contractor fails or is unable to do so, then University may terminate the Agreement and Contractor will refund to University all amounts University has paid under the Agreement during the time Contractor was out of compliance with the EIR Accessibility Warranty 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.

LIMITATIONS: The parties are aware that there are constitutional and statutory limitations on the authority of Stephen F. Austin State University to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on your property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidential (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on Stephen F. Austin State University except to the extent authorized by the laws and Constitution of the State of Texas.

PAYMENT OF DEBT/DELINQUENCY TO THE STATE: Contractor certifies that it is not indebted to the State of Texas and is current on all taxes owed to the State of Texas. Pursuant to Sections 2107.008 and 2252.903 of the Texas Government Code any payments or reimbursements owed to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

ELIGIBILITY TO RECEIVE PAYMENT: In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Contractor certifies that it is not ineligible to receive this Agreement any payments under this Agreement and acknowledges that SFASU may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.

THIS ORDER SHALL BE GOVERNED, CONSTRUED AND INTERPRETED UNDER THE