EMBRY-RIDDLE AERONAUTICAL UNIVERSITY
TERM AND CONDITIONS

PURCHASE ORDER NUMBER - Purchase Order Number and Seller's name must appear on all packages, packing slip, invoices and all other correspondence relating to Order. Embry-Riddle Aeronautical University will not be responsible for goods delivered without a valid, current Purchase Order Number.

INVOICING - Invoices may be submitted directly to Accounts Payable via E mail or fax, and all invoices issued via a purchase order must reference said purchase order in order to be processed. Fax or E mail DB orders to 386-226-6220 or DBAPSPPT@ERAU.EDU. Fax AZ orders to 928-777-3740.

PRICES - Prices are F.O.B. destination unless otherwise specified.

ACCEPTANCE - ENTIRE AGREEMENT - Acceptance of this Purchase Order shall be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. Embry-Riddle Aeronautical University shall not be bound by additional provisions or provisions at variance herewith that may appear in the vendor's quotation, acknowledgement, invoice or in any other communication from vendor to Embry-Riddle Aeronautical University unless such provision is expressly agreed to and confirmed in writing. Only Embry-Riddle Aeronautical University's written acceptance or payment for material shipped shall constitute acceptance of such material, subject to the provisions herein. Verbal acceptance or payment for material shipped shall not constitute acceptance of any counterproposal submitted by vendor not otherwise previously accepted. This Purchase Order shall constitute the entire agreement between Embry-Riddle Aeronautical University and may not be modified or rescinded except in writing signed by both Embry-Riddle Aeronautical University and Vendor.

ASSIGNMENT - Any assignment of the work to be performed, in whole or in part, or of any other interest hereunder without our written consent, except an assignment confined solely to monies due or to become due, shall be void. It is expressly agreed that any such assignment of monies shall be void to the extent that it attempts to impose upon Embry-Riddle Aeronautical University obligation to the assignee additional to the payment of such monies, or to preclude Embry-Riddle Aeronautical University from dealing solely and directly with vendor in all matters pertaining hereto, including the negotiation of amendments of settlements of amounts due.

VARIATION IN QUANTITY - Embry-Riddle Aeronautical University assumes no liability for material produced, processed or shipped in excess of the amount specified herein. In the event this purchase order is a blanket purchase order, the University reserves the right to go under or over on the dollar amount/quantity shown on the purchase order. The items are not to be delivered all at once, unless otherwise indicated.

INSPECTION - Goods rejected on account of inferior quality or workmanship will be returned to vendor with charge for transportation both ways, plus labor, loading, packing, etc., and are not to be replaced except upon the receipt of written instructions from Embry-Riddle Aeronautical University.

COMPLIANCE WITH APPLICABLE LAWS - Vendor certifies that all of the products and services to be furnished hereunder will be manufactured or supplied by vendor in accordance with all applicable provisions of State, local and federal laws as of this date.

INFRINGEMENT OF PATENTS, TRADEMARKS OR COPYRIGHTS - The following terms apply to any infringements or claim of infringement of any United States patent, trademark or copyright based on the manufacture, normal use or sale of any material or equipment furnished to Embry-Riddle Aeronautical University hereunder. Vendor shall indemnify Embry-Riddle Aeronautical University for any loss, damage, expense or liability which may result by reason of any such infringement or claim, except where such infringement or claim arose solely from vendor's adherence to Embry-Riddle Aeronautical University written instructions or directions which do not involve either vendor's commercial merchandise or items of vendor's origin, design or selection, and Embry-Riddle Aeronautical University shall so indemnify vendor in such expected cases. Each party shall defend or settle, at its own expense, any action or suit against the other for which it is responsible hereunder. Each party shall notify the other promptly of any claim or infringement for which the other is responsible, and shall cooperate with the other in every reasonable way to facilitate the defense of any such claim.

INDEMNITY PROVISION - The vendor shall indemnify, pay the cost of defense and hold harmless Embry-Riddle Aeronautical University, from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which Embry-Riddle Aeronautical University may pay or become obligated to pay on account of any, all and every demand on claim or assertion of liability or any claim or action founded thereon, arising or alleged to have arisen out of use of vendor's products, or vendor's performance of this agreement, or the operation of the vendor's business, or any act or Embry-Riddle Aeronautical University's property, or death of any person, made by any person, group or organization, whether employed by vendor or Embry-Riddle Aeronautical University, or otherwise, or for breach of warranty by vendor either expressed or implied, except that neither the vendor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of Embry-Riddle Aeronautical University or any of its officers, agents or employees.

INSURANCE - The Vendor shall maintain insurance acceptable to the University in full force and effect throughout the term of this Purchase Order.

TAX EXEMPTION - The Florida campus of the University IS exempt from State of Florida Sales Tax. The Prescott AZ campus is NOT exempt from sales tax.

SEVERABILITY - If any section, subsection, sentence, clause, phrase or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

REMEDIES - Buyer and Seller shall have all remedies afforded by the Uniform Commercial Code.

MATERIAL SAFETY DATA - In accordance with Florida Statutes, Chapter 422, it is the seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

NOTE ON PRINTING JOBS - Unless otherwise stated, printing jobs have been awarded based on MULTIPLE items NOT being awarded and RUN TOGETHER. ERAU CANNOT guarantee delivery of artwork, etc. Please allow for this. Purchase orders based on delivered prices, FOB: DESTINATION with INSIDE DELIVERY.

Delivery will either be to Receiving OR the Director of Publication/Production may coordinate the delivery location PRIOR to delivery. Vendor is responsible for the pickup and delivery of the artwork to and from the University. No boxes are to weight more than 40 lbs. each. The University will NOT pay for paper, etc., stored prior to receipt of the artwork. It will be the responsibility of the awarded bidder to coordinate all paper orders, etc., to coincide with receipt of the artwork, etc. Vendor must provide the University with the digital files for the job at the time of product delivery. All artwork, disks, and any other printing work generated during the course of this project shall remain the sole property of the University. The vendor shall deliver said artwork/work TO THE DEPARTMENT upon final printing of the awarded job. A DIGITAL PROOF IS REQUIRED ON ALL PRINTING.******Failure to do so will be the responsibility of the vendor for reprinting the item(s) should errors be found at NO COST to the University. It if the responsibility of the awarded firm that All ERAU logos and marks must be the most current. Those that are not may be reprinted, at the request of the University, at no cost to the University.

SOLICITATION OF SMALL AND DISADVANTAGED BUSINESSES - The University is committed to the principles of Affirmative Action and shall endeavor to make purchases from small, disadvantaged and women-owned enterprises in its procurement activity.

CONDITION AND PACKAGING - It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

WARRANTY - The Vendor/Seller warrants that the goods and/or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Vendor/Seller knows the University's intended use, the Vendor/Seller warrants that the goods and/or services are suitable for the intended use.