

GENERAL TERMS AND CONDITIONS

1. **PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, PACKAGES AND ALL CORRESPONDENCE PERTAINING TO THE ORDER.**
2. **General** - Unless specified to the contrary in writing on the face of this order or by attachment hereto, the following terms and conditions shall apply to the purchase of the goods and/or services listed on the order.
3. **Shipment** - Goods shipped that are not priced in accordance with the purchase order or for which permission has not been granted to ship, are subject to return to the seller at the seller's expense. Buyer shall not assume responsibility for goods shipped under these circumstances. **UNLESS OTHERWISE INDICATED ALL PRICES ARE FREIGHT ON BOARD DESTINATION.**
4. **Prices** - Any price(s) that are the direct result of quotation(s) solicited by the buyer, whether verbal or written, are firm and are not subject to change without the express permission of the SMU Procurement Department.
5. **Interpretation of Contract and Assignment** - This contract shall be construed according to the laws of the State of Texas. Seller here under may not assign this contract or any rights obligations, or duties without written consent of the SMU Procurement Department.
6. **Patent Infringement** - Seller will indemnify Buyer and all persons claiming under it against all claims and liabilities for actual or alleged infringements of any patent, trademark or similar right in connection herewith Seller will be given adequate notice of any such claims and will be given full and exclusive control in the defense thereof.
7. **Taxes** - Unless otherwise noted Buyer is exempt from state, sales, and use taxes, proper certifications will be furnished as requested.
8. **Warranty of Seller** - Seller expressly warrants that all the goods and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by buyer, and will be merchantable of good material and workmanship and free from defect. Seller also warrants that all goods covered by this order, which are of Seller's design or are Seller's standard product are in accordance with Seller's specification, and will fit and be sufficient for the purpose intended.
9. **Non-Discrimination** - The non-discrimination clause contained in Section 202, Executive Order 11246 as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and provision of Section 503 of the Rehabilitation Act of 1973, prohibiting discrimination solely by reason of handicap are incorporated herein.
10. **Compliance with Laws** - Seller represents and warrants that all materials and/or services furnished hereunder have been or will be manufactured or furnished in accordance with all applicable federal and/or state laws (including Fair Labor Standards Act), all lawful orders, rules and regulations issued thereunder, executive orders, regulation of any Executive Department of Government.
11. **The Texas Hazardous Communication Act (Article 5182b, VTCS)** - Requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSD'S) for hazardous materials sold. Products covered by the act must be accompanied by a MSDS and such product labeled in compliance with the law. If the product is not covered under the Act, a statement of exemption must be provided.
12. **Hold Harmless** - Seller hereby agrees to hold harmless and indemnify SMU for all liabilities, damages, expenses or losses arising from its use, sale or other disposition of Sellers product or service.
13. **Inspection and Acceptance** - It is expressly agreed and understood that this Agreement is not intended to, nor shall the same ever be deemed or construed so as to create a partnership between the parties hereto, or make the parties joint ventures, or make either party in any way responsible for the debts and/or losses of the other party. It is further expressly agreed and understood that this Agreement shall not, under any circumstances, be deemed to create or constitute an employer-employee relationship between the parties hereto, it being the intent of the parties that Contractor provides its services hereunder as an independent contractor.
14. **Indemnification and Insurance** - If any such work covered by this order is to be done on Buyer's premises, Seller agrees to carry liability and Worker's Compensation insurance, satisfactory to Buyer, and to indemnify Buyer against all liability, loss and damage arising out of any injuries to persons and property caused by Seller, his employees or agents. Upon request Seller will furnish written evidence of such insurance coverage.
15. **Copeland Act** - Compliance with the Copeland Anti-Kickback Act and Regulations 18USC874. The Contractor shall comply with the Copeland Anti-Kickback Act and Regulations of Secretary of Labor (29CFR, part 3), which are herein incorporated by reference.

SECTION II - GOVERNMENT SUBCONTRACT PROVISIONS

If this order is a subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of the terms and conditions of this order. In the event of any conflict between the terms and conditions of this Section and any other provision of this order, the terms and conditions of this Section shall prevail. The term "FAR" means the Federal Acquisition Regulations, including revision in effect on the date of this order. The term "DFAR" means the Department of Defense Supplement of the Federal Acquisition Regulations, including revisions in effect on the date of this order. The terms "Contractor", "Government", and "Contracting Officer" as used in these clauses incorporated by this reference shall be deemed to refer to the "Seller", "Buyer", and Southern Methodist University respectively. Any reference to "Disputes" clause in any of the clauses listed below shall be deemed to refer to the "Disputes" clause contained in the Prime Contract. In no event shall such reference to a "Disputes" clause be construed to allow the Seller, without the concurrence or approval of Southern Methodist University to prosecute and appeal either directly or in the name of Southern Methodist University to the Contracting Officer for such Prime Contract.

The following provisions, apply regardless of the amount of the order:

1. Restrictions of Subcontractor Sales to the Government - FAR 52.203-6
2. Anti-Kickback Procedures - FAR 52.203-7
3. Defense Priority and Allocation Requirements (when applicable) - FAR 52.212-8
4. Notice to the Government of Labor Disputes - FAR 52.222-1
5. Contract Work Hours and Safety Standards Act - Overtime Compensation - FAR 52.222-4
6. Equal Opportunity - FAR 52.222-26
7. Hazardous Material Identification and Material Safety Data (when applicable) - FAR 52.223-3
8. Drug-Free Workplace - FAR 52.223-6
9. Restrictive Markings on Technical Data - DFAR 52.227-7018
10. 41 CFR 60-250 for Vietnam Era and Disabled Veterans and 41 CFR-60-741 for persons with disabilities are incorporated herewith by reference

The following provisions applies if the amount of this work exceeds \$2,500.00:

1. Affirmative Action for Handicapped Workers - FAR 52.222-36

The following provisions apply if the amount of this order exceeds \$10,000.00:

1. Examination of Records by Comptroller General (if order was entered into by negotiation) FAR 52.215-1
2. Audit-Negotiation (if order was entered into by negotiation) FAR 52-215-2
3. Utilization of Small Business Concerns and Small Disadvantaged Business Concerns - FAR 52-219-8
4. Walsh Healey Public Contracts Act - FAR 52.222-20
5. Affirmative Action for Special Disabled and Vietnam Era Veterans - FAR 52.222-35

The following provisions apply if the amount of this order exceeds \$25,000.00:

1. Utilization of Women-Owned Small Business - FAR 52.219.13
2. Utilization of Labor Surplus Area Concerns - FAR 52-220-3
3. Authorization and Consent - FAR 52.227-1
4. Notice and Assistance Regarding Patent and Copyright Infringement - FAR 52.227-2
5. Responsibility for Supplies - FAR 52.246-16
6. Default (Fixed Price Supply and Service) - FAR 52.249-8

The following provisions apply if the amount of the order exceeds \$100,000.00:

1. Price Reduction for Defective Cost or Pricing Data - FAR 52.215-22
2. Subcontractor Cost or Pricing Data - FAR 52.215-24
3. Subcontractor Cost or Pricing Data - Modifications - FAR 52.215-25
4. Clean Air and Water - FAR 52.223-2
5. Overseas Distribution of Defense Subcontracts - DFAR 52.204-7005

The following provisions apply if the amount of this order exceeds \$500,000.00:

1. Small Business and Small Disadvantaged Business Subcontracting Plan (does not apply to Small Business Concerns) - FAR 52.219-9
2. Labor Surplus Area Subcontracting Program - FAR 52.220-4