NOTE: THESE TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR EQUIPMENT, SUPPLIES OR SERVICES AND THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE THERETO IN SAID PURCHASE ORDER AND THE VENDOR AGREES TO ALL TERMS AND PROVISIONS SET FORTH HEREAFTER AS PART OF THE CONTRACT BETWEEN VENDOR AND ROSE-HULMAN INSTITUTE OF TECHNOLOGY. Hereafter the term "order" shall mean the Purchase Order issued in connection herewith.

1. INSPECTION. The equipment, supplies or services furnished shall be exactly as specified in this order, free from all defects in design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by Rose-Hulman Institute of Technology (RHIT) at all times and places. If, prior to final acceptance, any equipment, supplies or services are found to be defective or not as specified, RHIT may reject them, require Seller to correct them without charge, or require delivery of such equipment, supplies or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by RHIT, RHIT may terminate the order in whole or in part. Seller shall bear all risks as to rejected equipment, supplies and services and, in addition to any costs for which Seller may become liable to RHIT under other provisions of this order, shall reimburse RHIT for all transportation cost, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted equipment, supplies and service. Notwithstanding final acceptance and payment, Seller shall be liable for breach of warranty, latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, RHIT's rights provided in this Article.

2. WARRANTIES. Seller warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance, with any drawings or specifications incorporated or referenced herein and with any samples furnished by the Seller and Seller further agrees that all goods provided shall be merchantable and fit for the purchase intended and that services provided will be performed in a good and workmanlike manner to the highest industry standards.

3. ASSIGNMENT. This order is assignable by RHIT. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of RHIT.

4. CHANGES. RHIT may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery of both shall be made. No change by Seller shall be recognized without written approval of RHIT. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such changes unless RHIT waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

5. FORCE MAJEURE. The Seller agrees that performance will not be delayed or adversely affected by any force majeure of whatsoever kind, without prior written consent of RHIT.

6. TERMINATION. RHIT may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time, RHIT shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by RHIT with respect to the undelivered or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price. RHIT may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provision of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services within the time specified or any written extension thereof. In such event, RHIT may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to RHIT for any excess costs occasioned RHIT thereby.

The rights and remedies of RHIT provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. In the event of default by the Seller, RHIT shall be entitled to recover its reasonable attorneys’ fees in enforcing the terms hereof.
As used in this Article, the word "Seller" includes Seller and his sub-suppliers at any time.

7. **DISCRIMINATION, AFFIRMATIVE ACTION & EEOC.** The Seller agrees as a part of this contract that it will comply with all applicable laws regarding discrimination on the basis of race, creed, color, sex, or handicap including but not limited to Executive Order 11246 and 11375 as amended or as may be further amended hereafter. If applicable to this purchase order, subcontract or bill of lading, the Equal Opportunity Clause for Workers with Disabilities (41 CFR Sec. 60-741.5), the Equal Opportunity Clause in Section 202 of Executive Order 11246 (41 CFR Sec. 60-741.5), the Equal Opportunity Clause for special disabled veterans and veterans of the Vietnam era (41 CFR Sec. 60-250.5), and the Employee Notice Clause of Executive Order 13201 (29 CFR part 470) are hereby incorporated herein by reference.

8. **INDEMNIFICATION AND INSURANCE.** In the event the Seller, its employees, agents, or subcontractors, enter premises occupied by or under the control of RHIT in the performance of this order, the Seller agrees that it will be responsible to, and indemnify and hold harmless, RHIT, its board, officers, and employees, from any loss, cost damage, expense or liability by reason of property damages or personal injury of whatsoever kind or character, arising out of, as a result of, or in connection with such performance occasioned by the negligence or other fault, by act or omission of the Seller, its agents, employees, or subcontractors, and the Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above, and will maintain worker's compensation coverage (either by insurance or, if qualified pursuant to law, through a self-insurance program) covering all employees performing this order on premises occupied by or under the control of RHIT.

9. **PATENT INDEMNITY.** Seller shall pay all royalty and license fees relating to the items covered hereby. In the event any third party shall claim that the manufacture, use and sale of these goods covered hereby, infringement of any copyright, trademark or patent, the Seller shall indemnify RHIT and hold RHIT harmless from any cost, expenses, damage or loss incurred in any manner by RHIT on account of any such alleged infringement.

10. **OTHER APPLICABLE LAWS.** Any provisions to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein. These terms and conditions and the purchase order shall be governed by and construed in accordance with Indiana Law.

11. **ABSENCE OF PERSONAL INTEREST/CONFLICT OF INTEREST.** Vendor represents that they have not provided or attempted to provide any kickback to any employee or agent of Rose-Hulman Institute of Technology. Vendor further represents that they have not been solicited, accepted, or attempted to accept any kickbacks from any employee or agent of Rose-Hulman Institute of Technology. Rose-Hulman expects that no employee, officer, or agent participate in the selection, award or administration of a contract if a real or apparent conflict of interest (financial or otherwise) would be involved. All reports of possible kickbacks or conflicts of interest should be forwarded to the Controller’s office, Rose-Hulman Institute of Technology, Terre Haute, IN 47803-3999.