1. The provisions contained herewith constitute the entire agreement. Terms stated by seller in accepting or acknowledging this order shall not be binding unless accepted in writing by the University of Miami. Seller may not transfer or assign this order without the University of Miami’s prior written consent. This order is not a requirements contract. This is not a contract to purchase goods specifically from this seller exclusively.

2. Seller shall suitably pack, mark, and ship in accordance with any instructions from the University of Miami and the requirements of common carriers to secure the lowest transportation costs. Seller shall be liable for any difference in freight charges or damages to the materials by its failure to comply therewith.

3. **Invoices:** Seller is to render invoices as instructed on the face of the order, or follow the provisions previously agreed to, immediately upon shipment or completion of order. Separate invoices must be rendered in duplicate for each order. All invoices must show our purchase order number.

4. The University of Miami may return any materials which are defective, unsatisfactory, or of inferior quality or workmanship, or fail to meet the specifications or other requirements of this order. Such materials shall, unless used by the University of Miami, remain the property of Seller and maybe returned at Seller’s risk and expense; and Seller shall reimburse the University of Miami for all prior payments therefor and/or costs incurred in connection with delivery or return of such materials.

5. Seller warrants the materials will conform to the description and applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold, that the materials are free and clear of all liens and encumbrances, and that Seller has good and merchantable title. This is in addition to any warranty or service guarantee given by Seller to the University of Miami as provided by law.

6. All materials, supplies, used or provided on this purchase order, are to be “FREE OF ASBESTOS.” No product containing asbestos in any form may be provided, supplied, included, incorporated, encapsulated or sold to the University of Miami. Any deviation from this requirement must be obtained in writing and made a formal part of this purchase order document, prior to delivery or use.

Any deviation from this portion of the Terms and Conditions may result in automatic cancellation by the University of Miami at no charge and without any further financial obligation.

7. Seller shall comply, and has complied with all State, Federal and local laws, regulations or orders applicable to the purchase, manufacture, processing and delivery of materials, including but not limited to the Fair Labor standards Act of 1938, as amended. The provisions of Executive Orders 10925,11114, and 11246, as amended, and any subsequent executive orders 10925,11114, and 11246, as amended, and any subsequent executive order relating to equal opportunity for employment on government contracts and Rules and Regulations of the President’s Committee on Equal Opportunity are incorporated by reference. The nondiscrimination clause contained in Section 202, Executive order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with out regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

8. If Seller shall default in any respect, or become insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller under any State or Federal law, the University of Miami, in addition to other rights or remedies may terminate and cancel this order. A waiver of a breach of any provision shall not be a waiver of any other breach of such provision or of any other provisions. The
University of Miami shall not, in any event, be liable to Seller for indirect, special, incidental, consequential, or exemplary damages.

9. DELIVERY: Delivery must be made within the time specified in the order under the “need by” field. If the material is not delivered within such specified time, Purchaser reserves the right to cancel the order or any part thereof. C.O.D. shipments are not acceptable without prior written approval by the Purchaser. When terms of delivery are FOB Purchaser’s location, all transportation charges shall be paid by Seller, when the terms of delivery are FOB shipping point, freight charges shall be prepaid and added to invoice. All prices considered FOB, unless otherwise indicated. Purchaser will not be responsible for merchandise delivered to any destination other than that specified on the face of the order. Deliveries accepted 8:30 Am to 4:00 PM, Mondays through Fridays, excluding holidays. Perishable material will be shipped so as to arrive at destination on Monday through Friday.

10. Seller shall defend any suit or proceeding brought against the University of Miami, its officers, agents and/or employees based on a claim that the manufacture or sale or the University of Miami’s intended use or resale of any of the materials covered by this order constitutes infringement of any United States Letters Patent, now or hereafter issued, or violates any other proprietary interest (including copyrights, trademarks and trade secrets), if notified promptly in writing and given authority, information, and assistance (at Seller’s expense) for the defense of same; and Seller shall pay all damages and costs, including attorney’s fees, awarded against the University of Miami in such suit or proceeding. In the event the University of Miami is enjoined from use and/or resale of any of the materials covered by this order as a result of said suit or proceeding, Seller shall (at its expense) expend all reasonable efforts to procure for the University of Miami the right to use and/or resell said materials. If Seller cannot so procure the aforementioned right within a reasonable time, Seller shall then promptly (at Seller’s expense): (A) modify said materials so as to avoid infringement of any patent or proprietary interest, or (B) replace said materials which do not infringe or violate said proprietary interest and reimburse the University of Miami for any additional transportation and reinstatement costs in connection therewith, or (C) remove said materials and refund the purchase price and reimburse the University of Miami for the transportation and installation costs thereof. Seller shall have the same obligations with respect to any claim for infringement if foreign patents or violation or other foreign proprietary interest if the University of Miami purchases hereunder for shipment to and for use or resale in a foreign country and Seller is so advised. This paragraph 10 shall constitute the sole agreement relating to liability for infringement or violation of proprietary rights unless expressly revised or revoked in writing.

11. Buyer’s remedies: in the event of default by Seller, shall be as provided by law, except as otherwise provided herein.

12. PACKING LISTS: Must accompany each case or parcel, showing our order number and complete description of contents. All barrels, boxes, bags crates or other packages must be labeled with tag (Linen tag preferred) securely fastened to packages, showing shipper’s name and our order number. If not possible to attach tags, information must be printed on packages. Drop shipments and partials must be treated similarly.

13. Seller additionally warrants that the deliverables (all items, whether goods or services, provided hereunder) as furnished will not in any way be affected in their operation or functionality, as required, by the change of century to the year 2000 and/or any prior or subsequent years, including, but not limited to: 1) errors in chronological or computational functions; 2) errors in accurately processing date/time data (including but not limited to calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations; or 3) errors in performing any tasks required in combination with other information technology or products if the other information technology or products properly perform such tasks. Notwithstanding anything to the contrary in this agreement, this warranty shall in no way be limited by any “Warranty Period” provided for herein or otherwise, and shall survive termination.
of any such period and this Agreement. Seller shall be responsible for promptly making any and all corrections, repairs or replacements necessary to the deliverables or otherwise, at its own expense, to remedy any deficiencies, problems or failures which might arise with respect to the Deliverables.

14. **Seller** represents and warrants that Seller (or anyone with a direct or indirect ownership control interest) has never been (1) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) excluded from participation in any federal health care program, including Medicare and Medicaid. Seller is required to immediately notify the University of Miami if any of the foregoing conditions occur. Furthermore, the University of Miami reserves the right to terminate this agreement immediately upon notification by Seller, or discovery by the University of Miami, that any of the foregoing conditions occurred.

15. The University is tax exempt and shall provide a certificate of such tax-exempt status upon written request by Seller. Following are the tax exemption certificate numbers:


New York State and Local Sales and Use Tax Exemption Certificate No. 139469.
District of Columbia Sales, Use and Excise Tax Exemption Certificate No. 8040-12342-06.

16. This terms and conditions in this order shall be governed by the laws of the State of Florida, without giving effect to its conflict of law provisions. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Seller shall be an independent contractor pursuant to this order. The failure of the University of Miami to enforce at any time any of the provisions of this order, or to exercise any option which is herein provided, or to require at any time performance by the Seller of any of the provisions thereof, shall in no way create an estoppel from enforcement of such provisions, or in any way affect the validity of the terms of this order or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of prior breach. No waiver of any of the provisions of this order shall be effective unless it is in writing, and signed by the University of Miami, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

17. Seller shall not, without express written consent and approval from the University of Miami in each case, use any name, trade name, trademark, or other designation of the University whatsoever (including contraction, abbreviation or simulation) in advertising, publicity, or promotional or any other activities or context.

All **communications and acknowledgments** concerning this order must show the purchase order number and be directed to the Purchasing Department:

Coral Gables
P.O. Box 248184, Coral Gables, FL 33124-1433 / Fax-305-284-2428