

UNIVERSITY SYSTEM OF NEW HAMPSHIRE  
TERMS AND CONDITIONS  
USNH PAYMENT TERMS ARE NET 30

1. AGENCY: Seller represents that it has authority to enter into and perform this order and that the person accepting this order on behalf of the Seller is so authorized and has read and understood the terms and conditions of this purchase order.
2. ASSIGNMENT AND SUBCONTRACTS: Seller shall not assign or subcontract this order or any right or obligation thereunder without Buyer's prior written consent. Purchase of parts and materials normally purchased by Seller or required by this order shall not be construed as assignments or subcontracts.
3. ATTACHMENTS: All specifications, proposals, bids, plans and/or attachments referred to in this order shall form a part of the order.
4. CANCELLATION AND TERMINATION: This agreement can be terminated or canceled by the Buyer for any reason including convenience upon written notification to the Seller. Termination or cancellation for convenience by the Buyer will entitle Seller to payment for only those items that have been delivered, received, accepted, and not subsequently rejected at the Buyer's normal business location. The Buyer may terminate or cancel the agreement forthwith without prejudice to any right or remedy, after giving the Seller written notice, in the following cases: 1) Seller becomes insolvent or makes an assignment for the benefit of creditors; 2) a petition is filed to declare Seller bankrupt; 3) if delivery is not made within the time specified or within a reasonable time if no time is specified, and 4) if the quantity or quality of the articles delivered is not as specified.

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10. **DISCOUNTS:** Except for cash discounts, prices quoted shall be inclusive of ALL discounts, including educational discounts. Cash discounts (payment term discounts) will be computed from the date of receipt of a properly executed invoice or the date of completion of delivery and acceptance of all items in a satisfactory condition, whichever is later.
11. **EQUAL EMPLOYMENT OPPORTUNITY:** The Seller agrees not to discriminate in any manner against employees or applicants for employment on the basis of race, color, religion, creed, age, sex, handicap, or national origin, and will take affirmative action to prevent such discrimination. If this agreement is funded in any part by monies of the United States, the Seller shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity") as amended by Executive Order No. 11375 ("Amending Executive Order 11246 Relating to Equal Employment Opportunity") and as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60) and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Seller further agrees to permit the University System, the State, the United States, or any designated representatives of the aforementioned, to have access to any of the Seller's books, records and accounts for the purpose of ascertaining compliance with the aforesaid rules, regulations and orders, and the covenants and conditions of the agreement.
12. **EXCULPATION:** Neither the currently existing nor any successor directors, officers, employees, agents, trustees or beneficiaries of the Buyer are personally liable for the performance of or failure to perform any term or condition contained in this order.
13. **FORCE MAJEURE:** Neither party shall be held responsible for any losses resulting if the fulfillment of any term or provision of the contract is delayed or prevented by any cause not within the control of the party whose performance is interfered, and which by the exercise of reasonable diligence, said party is unable to prevent. Seller shall exercise due diligence in promptly notifying Buyer of conditions which will result in delay.
14. **GENERAL SUBCONTRACT PROVISIONS:** All orders that are a subcontract under a U.S. Government prime contract: the clauses contained in Part 52, Solicitations Provisions and Contract Clauses, of the Federal Acquisition Regulations (FAR) are incorporated herein by reference. All orders that are issued under a federally sponsored grant: the procurement must be in accordance with OMB Circular A-110, Section 48(e) and Appendix A. The clauses of Section 48(e) and Appendix A are incorporated herein by reference. These provisions shall also be applied to subcontracts. For the purpose of this purchase order, the terms "Government" and "Contracting Officer" shall mean Buyer. Each regulation contains criteria for determining applicability of the regulation to a particular contract or grant.
15. **GRATUITIES:** The Seller shall not offer or give gratuities or gifts, in any form, to any employee or relative of any employee of the University System of New Hampshire.
16. **HOLD HARMLESS and INDEMNIFICATION:** Seller agrees to forever indemnify and hold harmless Buyer, its officers, employees and agents, from and against all claims, suits, damages, losses, liabilities or expenses of any kind, including reasonable attorney's fees, involving injury or death, damage to property, or another harm which arises out of or results from the negligence or other wrongful act or omission of the Seller, its officers, employees, agents or contractors, in the performance of the order.
17. **INSPECTION/TESTING/REJECTION:**

19. OFFER AND ACCEPTANCE: This order contains the entire agreement between Buyer and Seller. Acceptance of this purchase order is limited to the terms on the face and back hereof and in any USNH issued bid or proposal that may have preceded this award and have been incorporated by reference.
20. PRICE: If prices are higher than specified herein Seller will secure Buyer's approval before shipment.
21. RlCe4mTS TO INVENTIONS/Ce4mT TO Tj 0 -12.75 TD -0.17433 Tc 0.0416 Tw (RILE: NSE PATENTS lfa serch