

CCAC TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

1.DEFINITIONS: As used herein, the following terms have the meaning ascribed to them below:

"Purchase Order" means the purchase order, request for proposal, request for quotation, request for bids, articles of agreement or other document issued by Buyer to Seller to which these terms and conditions are attached or incorporated by reference, together with any specifications, schedules or other documents attached or referred to in the Purchase Order or which are incorporated therein by reference.

"Buyer" means the Community College of Allegheny County, including, without limitation, its employees, officers, agents and representatives acting through or under the authority of its Board of Trustees.

"Seller" means the company, agency, person or entity to whom this Purchase Order is submitted.

"Goods" means the equipment, commodities, materials, products, software, device, methods, articles, items or services described on the face of the Purchase Order.

"Services" means the labor and effort necessary to fulfill the duties, commitments, obligations, and responsibilities of Seller as set out in the Purchase Order. Services may include, without limitation, providing ideas, concepts, recommendations, interpretations, procedures, practices, processes, training, advice, knowledge, skill, talent, expertise and other such intangibles.

2.ACCEPTANCE OF PURCHASE ORDER: Acceptance of Buyer's Purchase Order may occur in any reasonable manner, including without limitation by (a) Seller's issuance of an acknowledgement, commitment or contract to Buyer; (b) Seller's commencement of work on or shipment of the Goods that are the subject of the Purchase Order; or (c) Seller's commencement of performance of the Services described in the Purchase Order, whichever occurs first. Acceptance of Buyer's Purchase Order is limited to acceptance of the express terms contained herein, and any additional or different terms contained in Seller's acknowledgment, invoice or other documents are hereby objected to and rejected. Any such terms contained in Seller's documents will be construed as proposals for additions to the order, and will not be binding unless agreed to in a separate writing by the Buyer. Commencement of performance by the Seller in the absence of the Buyer's agreement to such terms will constitute Seller's acceptance of these terms and conditions. If Buyer's Purchase Order shall be deemed an acceptance of a prior offer by Seller, such acceptance will be deemed to be limited to the express terms contained herein. Additional or different terms contained in Seller's documents or any attempt by Seller to vary in any degree any of the terms of Buyer's Purchase Order or the terms and conditions contained herein shall be deemed material and are objected to and rejected, but Buyer's Purchase Order shall not operate as a rejection of the Seller's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the Goods. If Buyer's Purchase Order is construed as a confirmation of an existing contract, the parties agree that these terms and conditions state the exclusive terms of any contract between parties. Regardless of its construction, these terms and conditions incorporate by reference all terms of the Uniform Commercial Code providing any protection to Buyer, including but not limited to all warranty protection (express or implied) and all of Buyer's remedies under the Uniform Commercial Code.

3.ASSIGNMENT: Seller may not assign any of its rights or obligations under the Purchase Order, or subcontract any portion of the work to be performed thereunder, without the prior written consent of Buyer. Payment to an assignee of any claim shall be subject to setoff or recoupment against any claim(s) which Buyer may have

against Seller and a provision setting forth this right of the Buyer shall be included in each such assignment. Buyer reserves the right to make direct settlement and/or adjustments in price with Seller under the terms of this order notwithstanding an assignment of claims for monies due, or to become due hereunder and without notice to the assignee.

4.FACILITIES AND SPECIAL EQUIPMENT: The Seller represents that it now has, or can readily procure without assistance of Buyer, all facilities necessary for the timely performance of the Purchase Order.

5.MATERIALS FURNISHED BY BUYER: Any material furnished by Buyer on other than a charge basis in connection with the Purchase Order will be deemed bailed to the Seller for mutual benefit, and title thereto shall at all times remain with the Buyer. Seller agrees to pay for all such materials spoiled by it or not otherwise satisfactorily accounted for.

6.PACKING AND SHIPPING: All articles are to be suitably prepared and packaged for shipment so as to secure safe delivery, the lowest transportation rates and to meet the carrier's requirements. If possible to accomplish, without involving delay, orders shall be combined to make minimum LTL or truckload shipments. No charges will be allowed for packing, crating or carriage unless stated in the order. Each container must be marked to show Buyer's order number and packing sheet showing order number must be included in each package or single unit of LTL shipment or with each truckload shipment.

7.INSPECTION: All articles ordered will be subject to final inspection and approval by Buyer after delivery, notwithstanding any prior payment, it being expressly agreed that payment shall not constitute acceptance of the Goods by Buyer. Buyer may reject and return any article which it determines contains defective material or workmanship or which does not otherwise conform to the Purchase Order, applicable drawings, specifications, or samples. If inspections and tests are made on Seller's premises, Seller shall furnish, at no additional charge, facilities and assistance for safe and convenient inspections and tests. Buyer shall have the right to require the prompt correction of defective Goods by Seller, at Seller's expense. Buyer may back-charge Seller for the cost of any corrections made by Buyer. If correction is impractical, Seller shall bear all risk after notice of rejection and shall, at Buyer's request, promptly make all necessary replacements at Seller's expense. If Seller fails to make prompt replacements, Buyer may make such replacements and back-charge Seller for excess costs incurred by Buyer. No substitutions of materials or accessories shall be made without prior written consent of Buyer. In the event that Buyer receives Goods whose defects or nonconformity is not apparent on examination, Buyer reserves the right to require its replacement upon discovery of the defect or nonconformity, as well as the payment of damages by Seller. Nothing contained in this Section shall relieve Seller in any way from its obligation of testing, inspection and quality control.

8.CHANGES: Buyer may at any time, by written change order, make changes in the Goods and/or Services to be furnished under the Purchase Order or their quantities or delivery method, location or date. If the cost of, or time required for, furnishing the Goods or Services is materially increased or decreased as a result of such change order, an equitable adjustment in the order price and/or delivery schedule will be made in the change order. Any claim for equitable adjustment must be asserted by Seller within thirty (30) days after Seller's receipt of Buyer's change order. Seller shall, at Buyer's direction, proceed with the change pending resolution of any dispute. The Purchase Order shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written Change Order hereto signed by an authorized representative of Buyer.

9.DELIVERY: Delivery to Buyer shall be F.O.B the destination specified on the face of the Purchase Order and Seller shall bear full responsibility for the care, custody and control of the Goods, and the risk of loss or damage

thereto, until delivery is made. Time is of the essence with respect to delivery dates. If Seller's deliveries fail to meet the schedules herein specified, Buyer may, at its option, require Seller to make express shipments, partial shipments or both, and Seller shall assume all resulting excess shipping charges in connection therewith. In the event that Seller's delivery of the Goods is not completed when due, Buyer, in addition to all other rights and remedies it may have, may terminate this order by notice effective when received by Seller as to Goods not yet shipped, and may further purchase substitute Goods elsewhere and charge Seller with any loss incurred. Parts fabricated by Seller beyond Buyer's releases are at Seller's risk. Invoices covering material shipped in advance of that specified by delivery schedules will not be paid until their normal maturity after the date specified for delivery.

10.TITLE; SECURITY INTEREST: Title to the Goods furnished under the Purchase Order shall be deemed transferred to Buyer as payments are made, and in the same proportion as the cumulative payments bear to the Purchase Order price. In the event payments are made by Buyer prior to delivery, Seller shall execute and deliver such security agreements, financing statements and other documents as may be deemed necessary by Buyer to protect its rights and perfect said security interests. If title is not transferred in accordance with the foregoing, title shall pass to Buyer upon delivery to Buyer.

11.FORCE MAJEURE: Buyer may delay delivery or acceptance of the Goods or Services or any part thereof due to causes beyond its control. Seller shall hold Goods at the direction of Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible only for Seller's direct additional costs in holding the Goods or delaying performance at Buyer's request. Causes beyond Buyer's control shall include, but are not limited to, any act of God or the public enemy; compliance with any order, decree, law or request of any governmental authority; act of declared or undeclared war; acts of terrorism; public disorder; rebellion; civil unrest; sabotage; fire; flood; explosion; accident; riot; strike; labor difficulty or other concerted act of workmen, whether direct or indirect; declaration of national emergency; or any other cause not within the control of Buyer whether or not similar to any of the causes specifically enumerated herein. In the event that Seller has reason to believe that a scheduled delivery may be delayed, for any reason or cause, then Seller shall give immediate written notice to Buyer setting forth the cause of any anticipated delay.

12.GOODS WARRANTIES: Seller expressly warrants that all Goods furnished under this Purchase Order (i) shall be new and shall be free and clear of all liens, claims and title encumbrances; (ii) shall be free from defects in design, material and workmanship; (iii) shall conform to all applicable specifications, drawings, samples or other descriptions referenced on the face of this Purchase Order; (iv) shall be suitable for the purpose(s) for which intended if such purposes were made known to Seller; and (v) shall be otherwise merchantable and safe and appropriate for the purpose for which goods or services of that kind are normally used. Seller further warrants that all Goods furnished or supplied under this Purchase Order will conform to any statements made on the containers or labels or advertisements for such Goods, and that all Goods will be adequately contained, packaged, marked and labeled. Seller also warrants that all trademarks, trade names, patents, copyrights, intellectual property, trade secrets, rights of publicity and all other proprietary or protected interests (other than those of Buyer) used by Seller in connection with the Goods are either owned by Seller or Seller has all authorizations and licenses necessary to deliver the Goods to Buyer. If the Goods include software, Seller warrants that it has all rights necessary to grant a license for Buyer's use of such software, and that all such software will substantially conform to published specifications current at the time of delivery or, if customized, to Buyer's specifications. Seller agrees to obtain from its vendors any and all guarantees and warranties available on the materials, components and Goods to be furnished hereunder and to transfer and assign said guarantees and warranties to Buyer. Inspection, test, acceptance and/or use of the Goods furnished hereunder by Buyer shall not affect the Seller's obligations under this Section, and all of the above warranties shall survive any such inspection, test, acceptance and/or use. In the event that any of the Goods furnished under this Purchase Order fail to conform to the foregoing warranties, Seller shall promptly, and at Buyer's sole option, either: (i) repair or

replace any non-conforming or unsuitable Goods within 30 days of notice of such condition; or (ii) credit or refund to Buyer the purchase price for such Goods. All expenses associated with the return to Seller of such Goods and the delivery to Buyer of repaired or replacement Goods shall be borne by Seller. In the event that Seller fails to correct defects in or replace nonconforming goods or services within the time period provided in this Section, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods or services and charge Seller for the cost incurred by Buyer in doing so. The express warranties and remedies set forth in this paragraph are in addition to all other warranties, rights and remedies provided under applicable law. Seller shall make responses to Buyers notification of Breach of Warranty and shall respond understanding (and Seller agrees) that time will be the essence in all instances.

13.END-OF-LIFE: Seller will provide Buyer with no less than six (6) months' prior written notice of any termination of the manufacturing of any Goods ("End-of-Life"). Any applicable Purchase Order issued prior to the end of such six (6) month period will be fulfilled without interruption. Seller will make available for Buyer (if necessary) maintenance, support, repair service and replacement parts for at least two (2) years following the pertinent End-of-Life for all Goods.

14.SERVICES WARRANTIES: If Seller provides Services to Buyer, then Seller represents and warrants that it: (i) possesses adequate skill, training, expertise, knowledge and experience to perform the Services in a competent and professional manner; (ii) has sufficient personnel and equipment available to perform the Services within the milestones, timelines and time frames specified by Buyer; (iii) all Seller personnel, agents, representatives and contractors will abide by Buyer's work rules and regulations made known to Seller when performing the Services; (iv) will deliver and perform the Services in substantial conformance with the requirements, specifications and instructions of Buyer; (v) possesses or will possess all necessary rights, whether owned or acquired from third parties, to grant to Buyer the stated ownership interests and licenses in and to the Services delivered hereunder (including, if necessary any right, title, and interest in and to all work or work product developed or produced in connection with the Services); (vi) will perform the Services in a good and workmanlike manner and in compliance with applicable laws, regulations and ordinances; (vii) will provide Services and any associated deliverables that do not and will not infringe upon, violate or misappropriate the patent, copyright, trade secret, intellectual property or other protected rights or interests of any third party and Seller has not received any communication from any third Party alleging an infringement, violation or misappropriation; (viii) will maintain insurance as required herein or in compliance with applicable law so long as the Services are being provided; (ix) will assign and transfer to Buyer all warranties, including warranties granted to Seller and warranties granted to third party(s) associated with any Services, in order for Buyer to utilize the Services including any and all components, software, or hardware, when and as appropriate and to the extent permissible; and (x) will not do or perform any act not required by these terms and conditions and will not warehouse any materials or items required to create or deliver the Services other than as expressly set out in the Purchase Order and to do so will entitle Buyer to immediately terminate its relationship with Seller.

15.PRICE WARRANTY: Seller warrants that the prices for the Goods sold to Buyer hereunder are the lowest prices at which these or similar Goods are sold by Seller to other customers in similar quantities. In the event that Seller reduces its price for such Goods during the term of this order, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on the Purchase Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

16.INDEMNITY: Seller shall defend, indemnify and hold harmless Buyer and its directors, officers, employees and agents from and against all claims, demands, actions, causes of action, damages (including without limitation compensatory, consequential, punitive and exemplary damages), liabilities and judgments, and costs and

expenses, including court costs and fees for attorneys and other professionals, attributable to bodily injury, sickness, disease or death of any person or persons, environmental liabilities, or to injury to or destruction of tangible property, including loss of use and consequential damages resulting therefrom, which Buyer may incur and which may arise out of or result in any way from Seller's performance or failure to perform under the Purchase Order, including without limitation (i) any act or omission of Seller and/or its agents, employees or subcontractors; and (ii) any breach of Seller's obligations under the Purchase Order. The defense and indemnification obligations under this Paragraph shall be in addition to the warranty obligations of Seller and shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Seller or a subcontractor of Seller under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, the provisions of which Seller hereby expressly waives and disclaims.

17.TERMINATION:

(a) Buyer reserves the right to terminate the Purchase Order, or any part hereof, and to cancel all or part of the undelivered portion of this order if Seller does not make deliveries as provided in the Purchase Order or if Seller breaches any of the terms hereof, including the warranties. Buyer shall also have the right to terminate this order or any part thereof, and cancel all or any part of the undelivered portion in the event of the happening of any of the following: (i) Insolvency of Seller, (ii) filing of a voluntary petition in bankruptcy, (iii) filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty days from the date of such filing, (iv) the execution by Seller of any assignment for the benefit of creditors; or (v) Seller seeks protection from its creditors under any other applicable law. Buyer shall further have the right to terminate the Purchase Order, in whole or in part, if reasonable grounds for insecurity arise with respect to Seller's performance and Seller fails to provide adequate assurance of Seller's ability to perform within ten (10) days of its receipt of a written demand from Buyer for such assurance. Buyer shall have no obligations to Seller with respect to the cancelled portion of this order and Buyer's liability shall be limited to payment of the delivered portion of this order at the rate specified on the face hereof (reflecting quantity prices as though this Purchase Order had gone to full completion). If as a result of default of performance by the Seller, this contract is terminated in whole or in part and it is necessary to procure any of the specified products or services elsewhere, the Seller will be liable for any re-procurement charges which exceed the amount which would have been due the Seller if he had satisfactorily completed this order. These remedies shall be cumulative and additional to any other or further remedies provided in law or in equity.

(b) Buyer may, for its convenience, terminate work under this Purchase Order, in whole or in part, at any time by giving notice to Seller in writing. Seller will thereupon immediately stop work on this Purchase Order or the terminated portion thereof and notify any subcontractors to do likewise. Seller shall be entitled to reimbursement for its actual costs incurred up to and including the date of termination, such costs to be determined in accordance with recognized accounting principles. Seller shall also be entitled to a reasonable profit on the work done prior to such termination at a rate not exceeding the rate used in establishing the original purchase price. The total of such claim shall not exceed the pro rata portion of this Purchase Order which is cancelled. Buyer shall have no further obligation or liability to Seller in the event of such termination.

(c) Termination claims shall be subject to inspection and audit by the Buyer in the event of cancellation under the above clause. Upon any termination of this order, Seller shall protect and preserve any raw, semi-processed or completed materials related to this order which are in Seller's possession and control, and deliver the same to Buyer at Buyer's direction.

18.INTELLECTUAL PROPERTY: Seller shall, at its own expense, defend any suit or proceeding brought against Buyer based on any allegation that the Goods or any part thereof constitutes an infringement of any claim of

any patent, copyright, trade secret or other intellectual property right of any third party. Seller further agrees to indemnify Buyer against any and all expenses, losses, royalties, profits and damages, including court costs and attorney's fees, resulting from or imposed upon Buyer in any such suit or proceeding, including any settlement. In addition, and without in any way limiting Buyer's rights and Seller's obligations under this Section, in the event that the Goods or any part thereof are held in any such suit or proceeding to constitute infringement or their use is enjoined, Seller shall, at Buyer's option and at Seller's expense, (1) procure for the Buyer the right to continue using the Goods or part thereof; (2) replace the Goods with substantially equivalent non-infringing Goods; (3) modify the Goods so they become non-infringing, but are substantially, functionally equivalent; or (4) remove the Goods and refund the purchase price thereof.

19.CONFIDENTIALITY: Seller will not, either during or after the performance of this Purchase Order (except as required in the course of its performance of this Purchase Order or with the consent of the Buyer), communicate or divulge to, or use for the benefit of Seller or any other person, firm, association or corporation, any confidential or proprietary information of the Buyer, including but not limited to information concerning any inventions, discoveries, improvements, processes, business methods, product design information, patents and applications for patents, copyrightable work, software, including object and source code, student data and information, employee information, consumer data, and related trade secrets. Confidential Information shall also include educational records and health information relating to Buyer's students, including without limitation such records as are protected from unauthorized disclosure under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232, and its implementing regulations; and personnel records and other information relating to Buyer's employees which are obtained, accessed by, or disclosed or disseminated to Seller in the course of performing this Purchase Order or any Services hereunder. Seller agrees that, upon request of Buyer, it will require each employee of Seller providing Services or performing work under this Purchase Order for Buyer to execute a confidentiality agreement with Buyer. All such information which Seller shall use or prepare in connection with the performance of this Purchase Order shall remain the sole property of the Buyer, and any such information provided to Seller by Buyer shall be returned to the Buyer upon termination or completion thereof. Seller expressly agrees that, upon such a breach or violation of this Section, Buyer, in addition to all other remedies, shall be entitled as a matter of right to injunctive relief in any court of competent jurisdiction.

20.COMPLIANCE WITH APPLICABLE LAWS: Seller certifies that all of the Goods and Services to be furnished under the Purchase Order will be manufactured or supplied by Seller in accordance with all applicable executive orders and federal, state, municipal and local laws, including but not limited to the Walsh Healy Act, the Fair Labor Standards Act of 1933, the Occupational Safety and Health Act of 1970, and the Immigration Reform and Control Act of 1986, all as may be amended. Seller shall further comply with all applicable provisions of Executive Order 11246, as amended by Executive Order 11375, and all federal, state and local laws and regulations that provide equal employment opportunities for all individuals, the terms of which are incorporated herein by reference.

21.NON-DISCRIMINATION CLAUSE: Seller acknowledges that Buyer is committed to the principle of equal opportunity in education and employment for all. Accordingly, Seller agrees that, at all times in the course of performing this Purchase Order, it will comply with Buyer's Non-Discrimination Policy, as then in effect, and the full text of which is incorporated herein by reference, and can be viewed and accessed [here](#).

22.MBE/WBE PARTICIPATION: Buyer encourages the participation of minority and women-owned businesses in all of its contracts and is committed to providing maximum opportunities for qualified minority and/or women-owned business enterprises ("MBE/WBEs") to participate in its work. Seller agrees that it will (1) if qualified, take reasonable and timely steps to obtain appropriate certification as an MBE and/or WBE; (2) ensure that MBE and/or WBEs are appropriately considered as subcontractors and/or suppliers under this Purchase Order; (3) report moneys spent for MBE and/or WBE subcontractors and/or suppliers under this purchase order as Buyer

may from time to time reasonably request; and (4) provide documentation of Seller's good faith effort to reach Buyer's goal of at least 15% MBE/WBE participation.

23.TAX EXEMPT STATUS: Buyer is exempt from paying sales tax. A Pennsylvania Exemption Certificate is available upon written request to the CCAC Controller's Office, 800 Allegheny Ave., Pittsburgh, PA 15233 (or e-mail to jlewis@ccac.edu).

24.PAYMENT TERMS: Buyer's standard payment terms are Net 30 days from receipt of invoice if Goods or Services are received and accepted/approved by the Buyer. However, the Buyer will apply payment discounts offered for early payment when appropriate.

25.LATE FEES: Being an instrumentality of the Commonwealth of Pennsylvania, Buyer CANNOT pay any late payment charges or interest charges.

26.SERVICES; INSURANCE: In the event that Seller's work under the Purchase Order requires or contemplates the performance of Services by Seller's employees or persons under contract to Seller, Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Buyer. Seller shall observe the highest safety standards in performing any such work. For the duration that Services are performed, Seller shall maintain, at a minimum, workers' compensation insurance in compliance with applicable law, employee liability insurance, primary comprehensive general liability insurance and primary comprehensive automobile liability insurance, each in form and with coverage limits acceptable to and/or as specified by Buyer. Seller shall further meet or exceed any and all insurance requirements set forth on the face of the Purchase Order or any attachments to or incorporated by the Purchase Order. All required policies of insurance shall be issued by companies licensed in Pennsylvania with a current A.M. Best rating of A- or better, and shall be primary to any insurance carried by Buyer. Seller shall furnish to Buyer certificates evidencing all required insurance coverage, conditions, and limits, delivered to the following address: Community College of Allegheny County, Purchasing Department, 800 Allegheny Avenue, Pittsburgh, PA 15233. All required insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name Community College of Allegheny County, its agents, officers, employees, and volunteers as Additional Insureds. All such Certificates shall provide a 30-day notice of cancellation. Renewal Certificates must be provided for any policies that expire during the term that the Services are being performed. Certificates of Insurance must specify whether coverage is written on an Occurrence or a Claims Made Policy form. The amount and type of insurance coverage required to be maintained by Seller will in no way be construed as limiting the scope of Seller's indemnification obligations to Buyer under this Purchase Order.

27.LAW AND FORUM: The Purchase Order, its administration and performance, and all rights, obligations, liabilities and responsibilities of Buyer and Seller thereunder, shall be governed by and construed in accordance with the substantive law of the Commonwealth of Pennsylvania, without regard to its choice of law provisions. All claims, disputes, controversies and other matters in question arising out of or related to this agreement or any breach thereof shall likewise be determined by recourse only to the courts of the Commonwealth of Pennsylvania in Pittsburgh, Pennsylvania or in the federal district court in Pittsburgh, Pennsylvania, and Seller hereby consents to the jurisdiction of said courts to decide said issues.

28.LIMITATION OF LIABILITY: In no event shall Buyer, its employees or agents be liable for any special, incidental, indirect or consequential damages (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Purchase Order or Buyer's performance or breach thereof, regardless of whether any such liability shall be claimed in contract, warranty, equity, tort (including negligence, gross negligence and strict tort liability) or otherwise.

29.MISCELLANEOUS: The Purchase Order and all the terms, rights, privileges, covenants and conditions thereof shall extend to and be binding upon the parties hereto, and upon their respective legal representatives, successors and assigns. The Purchase Order is severable, such that the invalidity or unenforceability of any part or provision shall not affect the validity or enforceability of any other part or provision. All rights and remedies of Buyer, as set forth herein, shall not be deemed exclusive, but are cumulative to all other remedies and rights of Buyer arising at law, in equity, or otherwise. All claims for money due or to become due from Buyer shall be subject to deduction or setoff by Buyer by reason of any counterclaim arising out of this or any other transaction with Seller. Buyer's failure to exercise any or all of its rights in the event of a breach of any of the terms or conditions herein by Seller shall not be construed as a waiver of any other breach, whether of the same or similar type. The Purchase Order and any documents referred to or incorporated therein and/or attached thereto are complementary, and what is called for by any one shall be as binding as if called for by all. If, with respect to any subject, the terms and conditions set forth in such documents and attachments are consistent with these terms and conditions, then their provisions and requirements shall be deemed cumulative and Seller shall comply with each provision and requirement. However, to the extent that any provision in such documents is or may be inconsistent with a provision herein on the same subject or a part of a subject, then Seller shall comply with the provision which is most favorable to Buyer, as determined by Buyer.

30.ENTIRE AGREEMENT: These terms and conditions form the basis of the bargain for Buyer's purchase of the Goods and/or Services from Seller, and, together with the Purchase Order, (a) constitute the entire agreement between Buyer and Seller with respect thereto; (b) supersede all prior understandings, proposals, writings, representations, letters of intent and agreements between Buyer and Seller with respect to the subject matter thereof; and (c) shall not be altered, modified or amended except by an instrument in writing signed by a duly authorized representative of Buyer's purchasing department. Notwithstanding the foregoing, Buyer may amend these terms and conditions at any time by posting a revised version on its [website](#). The revised version will become effective at the time it is posted. Seller will comply with the posted terms and conditions at the time Buyer's Purchase Order is issued and dated by Buyer, or alternatively, if it is not dated by Buyer, at the time it is received by Seller.

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