

BRIDGEWATER STATE UNIVERSITY TERMS AND CONDITIONS  
PROCUREMENT SERVICES

1. ACCEPTANCE: The contractor, by accepting this purchase order, agrees to all of the terms and conditions specified herein, on attachments hereto, on the reverse hereof and on any bid solicitations that may have resulted in this award. Direct all correspondence relative to this contract to the office of Procurement Services, Bridgewater State University, 31 Summer Street, Boyden Hall Room 202, Bridgewater, Massachusetts 02325. Prices as shown on the purchase order are final and non-negotiable.

6. CONTRACTOR'S WARRANTY: Contractor herein warrants and covenants that the subject merchandise complies with all applicable federal, state and local statutes, rules and regulations and use of said merchandise for the purpose for which said merchandise is being purchased or rented. The Federal Government retains its right to audit under FAR 52.201-2, and its right to license patents under FAR 52.222-12 in all of the above clauses, "contractor" shall mean "seller" and "contract" shall mean "purchase order."

7. CONTRACTOR'S WARRANTY PRICE: Contractor warrants that the prices charged to the University as indicated in the front hereof, are no higher than prices charged on orders placed by others for similar quantities on similar conditions subsequent to the last announced price change. In the event that the contractor breaches this warranty, the prices of the articles shall be reduced accordingly retroactively to date of such breach.

8. PATENT INFRINGEMENT INDEMNITY: to the extent the articles are not manufactured in accordance with the University's specifications the Contractor shall indemnify and hold the University officers, customers, and users of its products harmless from any claimed

STATE EXECUTIVE ORDER 130: In accordance with Commonwealth Executive Order N30 Anti-Boycott Covenant dated December 1976, the Contractor warrants, represents and agrees that during the time this contract is in effect, neither it nor any affiliated company, participates in or cooperates with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code.