SECTION 1 - TERMS AND CONDITIONS OF PURCHASE INCORPORATED IN ALL PURCHASE ORDERS

The materials, supplies or services covered by this order shall be furnished subject to the following terms and conditions, which Seller, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon this order unless written, authorized and expressly incorporated in this order by or at the written request of the Buyer.

I. RESPONSIBILITY - San Francisco State University Foundation, Inc. is responsible only for goods and services delivered upon a signed order form, and in compliance with all referenced specifications and instructions thereon.

II. FOB POINT - The Foundation picks and ships all shipments to FOB destination, and this will govern the purchase order unless otherwise stated in purchase order or acknowledgment.

III. INSPECTION - The materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's craftsmanship and materials, and subject to inspection and test by the Foundation at all times and places. If any materials, supplies, or services are found to be defective or not as specified, the Foundation may reject them, require Seller to correct them, without charge, or retain enough of the purchase price or allow a reduction in price which is equitable under the circumstances. If Seller can not or will not, within a reasonable time within a reasonable time after notification, repair or replace the defective material, supplies or services so as to meet the reasonable requirements of the Foundation, the Foundation may terminate the order in whole or in part. Seller shall bear all risks as to rejected material, supplies and services and shall reimburse the Foundation for all costs to Foundation for unacceptable materials, supplies and services. Notwithstanding final acceptance and (or) payment, Seller shall be liable for latent defects, fraud or such gross mistakes as to amount to fraud.

IV. CHANGES - The Foundation may make changes in quantities, drawings, specifications, time for performance, place of delivery, method of shipment or packing of the order by giving notice thereof to Seller and subsequently continuing to make such changes within the cost of or the time for performance of this order, an equitable adjustment in the price or delivered or accepted will be made. No changes will be effective unless Seller is notified in writing of the change by the Foundation. Any claim of Seller for an adjustment under this clause IV shall be limited to twenty (20) days from the date of the change.

V. TERMINATION - A. The Foundation may, by written notice stating the stated reason and effective date, terminate this order for convenience in whole or in part, at any time. The Foundation shall be liable to the full compensation for services for the period of time specified in the order. The order may be terminated at any time, the maximum number of days for the full performance of the work prior to the termination date. The Foundation may purchase or otherwise acquire similar materials, supplies or services and exempt as otherwise provided herein, Seller shall be liable to the Foundation for any excess costs occasioned by the termination of the Foundation. If the order is terminated for any reasons, the Foundation determines the performance of this order due to causes beyond the control and without the fault or negligence of Seller, the Foundation may extend the time for the completion of the work called for by this order, when promptly applied for by Seller, for a reasonable period of time, or may authorize such extensions with Seller's approval. The Foundation may perform, or cause the work to be performed, by or through the order, or by or through other agents, employees, subcontractors, and consultants, and the order shall be subject to the terms of the order, the terms of the price of the work under this order. Seller shall promptly pay, in writing by the Foundation and to the extent of such extensions, the work performed by the Foundation, or caused to be performed, in accordance with the terms of the order, the terms of the price of the work under this order for any work performed by the Foundation, or caused to be performed, in accordance with the terms

VI. TITLE - Unless otherwise stated in this order, title to the materials and supplies purchased hereunder shall pass directly from Seller to the Foundation at the f.o.b. point shown, subject to the right of the Foundation to reject upon inspection.

VII. PAYMENT, EXTRA CHARGES, DRAFTS - Seller shall be paid, upon submission of acceptable invoices, for materials and supplies purchased hereunder in accordance with the terms and conditions specified in this order. Drafts will not be honored. Invoices must be accompanied by transportation receipt, or facsimile, if transportation is payable and charged as a separate item.

VIII. DECLARED VALUATION OF SHIPMENTS - Except as otherwise provided on the face of this order, all shipments by Seller under this order for the Foundation's account shall be made at the FOB point and shall be carried by the Foundation at the FOB point. No coverages shall be made.

IX. TAXES - The price or prices specified include all applicable taxes and will not be changed as the result of failure by Seller to have included any applicable taxes or as the result of any change in Seller's tax liabilities.

X. SELLER'S LIABILITY - Seller assumes the entire responsibility and liability for losses, expenses, damages, and claims in connection with or arising out of any personal injury or alleged personal injury (including death) and for damage or destruction or alleged damage or destruction to property sustained or alleged to have been sustained in connection with the performance of the work by Seller, its agents, employees, subcontractors, and consultants, and claims shall be subject to the terms of the order for the performance of the work by Seller. Seller shall indemnify and hold harmless the Foundation, its officers, agents, and employees, from and against any and all losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any of them based on any personal injury, death, damage costs and expenses including attorney's fees, in connection with or resulting from such suit or action.

XI. PATENT INDEMNITY - Seller agrees to indemnify the Foundation, its officers, agents, servants, and employees against liability of any kind involving costs and expenses including any costs and expenses incurred for the use of any invention of discovery and for the infringement of any patent (not including letters patent filed prior to issuance of Letters Patent) occurring in the performance of this order or arising by reason of the use or display by or for the account of the Foundation of items manufactured or supplied under this order.

XII. ASSIGNMENT - This order or any payment due hereunder is not assignable by Seller without written approval of the Foundation.

XIII. RENEGOTIATION ACT - If this order is subject to the Renegotiation Act of 1951, as amended, the following provisions shall apply:

A. This order is subject to the Renegotiation Act of 1951, as amended, and shall be deemed to contain all the provisions required by Section 104 of said Act.

B. Seller agrees to insert the provisions of this Act XII, including paragraph B, in all subcontracts, as that term is defined in Section 103 of the Renegotiation Act of 1951.

XIV. ADVERTISING - Seller agrees not to release any advertising mentioning the Foundation or quoting the opinion of any of the Foundation's employees unless such copy is approved by the Foundation before release.

XV. CONTRACT OF TERMS - The terms and conditions of sale as stated in this order govern in event of conflict with any terms of Seller's proposal, and those stated in this order are subject to change by reason of any written or verbal alterations, by Seller or any member of the immediate family thereof, has a financial interest in this Purchase Order.

For breach or violation of these warranties the Buyer shall have the right to simul this Purchase Order without liability.

SECTION 2 - GOVERNMENT CONTRACT PROVISIONS

Clauses that become incorporated in certain government programs are stated below, and clauses incorporated by reference in the same programs are specifically cited below.

This incorporating clause of this section occurs when this Purchase Order constitutes a subcontract under a task order as a contract in its own right with the U.S. Government. The clauses of this section are numbered "*1 through 9*.

The clauses cited as "FPR" or those of Federal Procurement Regulation issued in the Code of Federal Regulations as Chapter 1 Title 41, Public Contracts.

Each of those incorporated in FPR products is created by the 1976 Edition with no revisions applying.

Each insertion copy is endorsed by letter to the letters "seller" "buyer" substitute into II. "this Buyer becomes not be said to the California Pfr whenever "contractor and all points" and "Buyer becomes substitute for the Foundation" and continuing with all points of the Order at all points.

In the event the prime contract with the U.S. Government is made with the Atomic Energy Commission or with the National Aeronautics and Space Administration, certain Addendums will be added and made part of this contract. The Seller is hereby put on notice of some.

1. ASSIGNMENT TO GOVERNMENT

This contract and all Buyer's rights hereunder may at any time be assigned by Buyer to United States of America.

2. PUBLIC POLICY PROVISIONS

In performance of this Order, Seller agrees to comply with and abide by all applicable provisions of,

The Buyer is an Equal Opportunity Employer and conforms with the Affirmative Action Program of San Francisco State University. The Buyer represents that it complies fully with the requirements of the Civil Rights Act of 1964, as amended by EO 11375, and as supplemented in Department of Labor regulations (41 CF part 50), and all other related Executive Orders and regulations applicable to Buyer. By accepting this Purchase Order, the Seller thereby makes the same representation as to itself and agrees, if not exempt, to file the annual compliance report and to maintain the written affirmative action compliance.