

BAYLOR COLLEGE OF MEDICINE STANDARD TERMS AND CONDITIONS

ORDER ACCEPTANCE- ENTIRE AGREEMENT-ALTERATION

Quotes and/or exhibits attached by BCM thereto or otherwise provided by BCM in
of Medicine, including its subsidiaries, agents, directors, officers, trustees, employees, trainees, students and volunteers

nd the Purchase Order (with any and all appendices,
) and Seller (as defined in the Purchase Order)
and Services, and supersede and replace any anep roir

Acceptance: As a condition precedent to payment for the Goods by BCM to Seller. BCM shall Accept those Goods (in whole or in part thereof) on the Delivery Date or as otherwise set forth in the Purchase Order. If BCM does not notify Seller in writing within the time specified in the Purchase Order that it does not accept the Goods, BCM is deemed to accept the Goods in accordance with the terms of the Purchase Order. If BCM notifies Seller in writing that it does not accept the Goods, BCM shall be deemed to have been Accepted (i) in the absence of written notification of non- Acceptance by

TAXES

BCM is a Texas nonprofit organization, a copy of the tax exemption certificate can be provided upon request. Seller shall take all reasonable steps to ensure that all sales, use, property, gross receipts, or similar taxes levied against any party to this Purchase Order shall be treated as tax-exempt transactions, and in no event shall BCM be responsible for any sales, use, property, gross receipts, or similar taxes levied against any party to this Purchase Order.

WARRANTY

Unless otherwise agreed to in writing, the Goods shall be of merchantable quality and free from defects in material and workmanship, and sufficient for the purpose intended, (ii) shall conform to all express warranties, specifications, promises, samples or other descriptions furnished to and approved by the Parties, (iii) comply with all applicable international, federal, state and local laws, rules and regulations (including, without limitation, those concerning safety, health and environmental standards), (iv) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by BCM, and (v) are not restricted in any way by any patents, copyrights, mask work, trademark, trade secrets, or intellectual property, proprietary or contractual rights of any third party. In addition, Seller warrants that BCM shall have good and marketable title to all Goods (including components thereof) purchased pursuant to transactions contemplated under the Purchase Order, free of all liens and encumbrances and other restrictions, and that no licenses are required for BCM to use such Goods. The terms of this Section (Warranty) shall not be waived by reason of Acceptance of the Goods or payment by BCM. In the event any Goods are accompanied by or embedded with software, Seller warrants that the software: (i) is free from defects in material and workmanship and will substantially conform to its written product descriptions and any technical specifications and (ii) does not contain any virus, worm, timer or clock that would erase data or programming or otherwise cause the software to become inoperable. Seller further agrees to provide BCM, at no additional charge, any and all routine changes, updates, and maintenance services intended to provide general improvement to the performance of the Goods or as may be required for compliance with applicable government regulations. Seller warrants that the sale,

ASSIGNMENT

Neither this order nor any duty or right under it shall be delegated or assigned by Seller without the prior written notice to and written consent of BCM, except that claims for monies due or to become due under this order may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, by Seller without such consent. BCM shall be furnished with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to set-off or recoupment for any present or future claims which BCM may have against Seller. BCM reserves the right to make settlements or adjustments in price, or both, with Seller under the terms of this order notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to assignee.

ATTORNEYS' FEES

In the event of any litigation between the parties hereto to enforce any provision hereof or any right of any party hereunder, the prevailing party in such litigation shall be entitled to recover from the other party the reasonable attorneys' fees and costs of suit reasonably incurred by that party.

CONFLICTING TERMS

In the event of any conflict between the terms of this Agreement and any other contract in effect between BCM and Seller, the terms of any such contract shall govern unless specifically amended in writing in the body of this order, provided that any such existing contract is for a term of not less than twelve (12) months and is not bid or proposal specific.

