

1. Maryland Law Prevails. The laws of the State of Maryland, without reference to its conflicts of law principles shall govern the interpretation and enforcement of this Purchase Order.

2. Termination for Convenience. The University may terminate this Purchase Order, in whole or in part, without showing cause upon prior written notice to the contractor specifying the extent and the effective date of the termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the University System of Maryland Procurement Policy and Procedures.

3. Changes. The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract (including: Description, time, place method of shipment, place of delivery). If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the price and shall modify the Purchase Order accordingly.

4. Contractor's Invoices. Contractor agrees to include on the face of all invoices billed to the University, its Taxpayer Identification number which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations. If a Purchase Order, or multiple Purchase Orders are issued, the Purchase Order Number must be included on the invoice Contractor shall send a separate invoice for each Purchase Order.

5. Incorporation by Reference. If applicable, all pricing, scope of work, terms and conditions of the solicitation, any changes thereto, and the submitted bid, proposal or quote, are made a part of this Purchase Order. In the event that this purchase order is released under the terms of any indefinite delivery agreement, master order, master contract or similar instrument, the terms and conditions of the underlying agreement shall also apply.

6. Tax Exemption. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Purchase Order, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

7. Specifications. All materials, equipment; supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation (if applicable).

8. Delivery. Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrance, from any cause whatsoever, during the progress of any portion of the work specified in this Purchase Order.

9. Acceptance of Goods and/or Services. The materials listed in the bid, proposal, or quote shall be delivered FOB Destination to the point or points specified on this Purchase Order. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

10. Termination for Default. When the Contractor has not performed or has unsatisfactorily performed the Purchase Order, payment shall be withheld at the discretion of the University. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the Purchase Order and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the University System of Maryland (USM) Procurement Policies and Procedures.

11. Disputes. This Purchase Order shall be subject to USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Purchase Order in accordance with the procurement officer's decision.

12. Multi-Year Purchase Orders. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Purchase Order shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

13. Intellectual Property. Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Purchase Order.

14. Conflicting Terms. Any proposal for terms in addition to or different from those set forth in this Purchase Order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this Purchase Order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this Purchase Order may not be waived.

15. Retention of Records. The Contractor shall retain and maintain all records and documents relating to this Purchase Order for five years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

16. Compensation. Contractor shall be paid only for items or services that are specifically named in this Purchase Order. No additional costs for items or services will be paid by the University without its prior express written consent.

17. Payment of University Obligations. Payments to the Contractor pursuant to this Purchase Order shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle I, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities as applicable, are prohibited.

18. Limitation of Liability. The University's liability shall be governed exclusively in accordance with Maryland Annotated Code, State Government Article, Title 12, as amended from time to time.

19. Role of the University of Maryland Procurement Officer. The Procurement Officer listed on the Purchase Order is the University of Maryland's authorized representative for matters related to this contract. Additionally, throughout the duration of the contract, the Procurement Officer shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing or any other sections.

20. Investment Activities in Iran. Contractor, by accepting this order, certifies that it is not on the list of entities ineligible for award per Board of Public Works Advisory 2013-001, the full text of which is available at: http://bpw.state.md.us/static_files/Advisories/2013-1%20IAI.pdf Written certification shall be furnished to the Procurement Officer on demand.

21. Additional Terms and Conditions May Apply. Should additional terms and conditions apply, they will be referenced in the Purchase Order text and will be attached hereto.