TERMS AND CONDITIONS OF PURCHASE

Acceptance-Agreement: The issuance of this Purchase Order ("Order") constitutes an offer by Boston College ("BC") to purchase fromVendor, in accordance with the terms, conditions, and obligations herein set forth of the goods or services specified in the Order. Vendor's acceptance of this Order within a reasonable time, or Vendor's commencement of work on the goods or services subject to this Order, or shipment of any goods, materials or other items related to this Order, whichever occurs first, shall constitute acceptance of the terms and conditions of this Order. Any acceptance of this offer is limited to acceptance of the terms and conditions contained in this Order. Any proposal by Vendor for additional or different terms and conditions or any attempt by Vendor to vary the terms and conditions of this Order from those hereby offered shall be null and void. Any proposal or attempted variance by Vendor shall not operate as a rejection by Vendor of this offer unless such variances are in the terms of item description/specifications, quantity, price, payment, or delivery schedule.Essential Terms: the goods or services ordered hereunder. Agreed proposals or attempted variance by Vendor of terms and conditions other than the Essential Terms shall be deemed a material alteration of this offer, and this offer shall be deemed accepted by Vendor without said additional or different terms and conditions. Any delivery schedule, quotations, or agreements, including any prior agreements, cancellations, or material change in the policy limits or coverage stated to: shall be sent to: Boston College, Risk Management, St. Clements Hall 002, 140 Commonwealth Ave, Chestnut Hill MA 02467.

Liabilities: BC shall not be liable to Vendor, its employees, representatives, agents, suppliers, or subcontractors for any anticipated profits or incidental or consequential damages. BC’s liability on any claim for loss, damage, or expense arising in connection with this agreement shall not exceed the price of the goods or services, or units thereof, which give rise to the claim. BC shall not be liable for penalties of any kind. Any action arising from any alleged breach of this agreement by BC must be commenced within one year after the cause of action has accrued.

Patents: Vendor shall defend and hold harmless BC, and any person or entity associated with BC, against and from any liability, loss, damage, expense, and legal fees arising in connection with any claim that the goods or services furnished hereunder infringe the patent, copyright, trade secret, or other rights of others, or of any person or entity. BC may be represented in connection with any such claim by its own counsel at Vendor’s expense. If BC reasonably believes that the goods or services are likely to infringe any such right, Vendor shall, at its expense and as requested by BC, either procure the right for BC to use the goods or services or replace or modify the same to make them non-infringing but functionally equivalent.

Indemnification and Hold Harmless: Vendor shall hold harmless and defend, at the Vendor’s sole cost and expense, BC and its employees, agents, contractors, subcontractors, and licensees, including their respective parents, successors, assigns, contractors, agents, or employees, from and against any and all claims, losses, costs, damages, and liabilities of every nature and kind, whether or not based upon tort, contract, or otherwise, including but not limited to, and whether or not arising in whole or in part by reason of the negligence of the Vendor or any of its agents, employees, contractors, subcontractors or licensees, arising out of or in connection with the performance of the goods, services, products, or work or of any goods or services furnished hereunder by or on behalf of Vendor. Vendor shall indemnify and hold harmless BC against any and all claims, losses, costs, damages, and liabilities of every nature and kind, whether or not based upon tort, contract, or otherwise, including but not limited to, and whether or not arising in whole or in part by reason of the negligence of Vendor or any of its agents, employees, contractors, subcontractors or licensees, arising out of or in connection with the performance of the goods, services, products, or work or of any goods or services furnished hereunder by or on behalf of Vendor. Vendor shall indemnify and hold harmless BC against any and all claims, losses, costs, damages, and liabilities of every nature and kind, whether or not based upon tort, contract, or otherwise, including but not limited to, and whether or not arising in whole or in part by reason of the negligence of Vendor or any of its agents, employees, contractors, subcontractors or licensees, arising out of or in connection with the performance of the goods, services, products, or work or of any goods or services furnished hereunder by or on behalf of Vendor.

Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. A determination that any such provision is invalid, illegal, or unenforceable shall not affect the validity, legality, or enforceability of other provisions of this Agreement. The parties shall try in good faith to replace the provisions so invalid, illegal, or unenforceable with valid, legal, and enforceable provisions that accomplish the purposes of the invalid, illegal, or unenforceable provisions.

Price Waiver: Vendor waives the right to demand payment for the delivery of goods or services hereunder, except as stated herein. Vendor's acceptance of terms and conditions hereunder is a representation that Vendor has the authority to bind BC for all terms and conditions hereunder. Vendor's failure to comply with any provision of this Agreement shall not relieve BC of any obligation hereunder. Vendor shall promptly correct or replace, at no expense to Vendor, any goods or services not conforming to the contract. Such replacement or correction shall be in accordance with the requirements of this Agreement.

Risk of Loss: Vendor assumes all risk of loss or damage to all goods ordered and all work in progress, and material and labor related thereto, and all other items related to this Order until the same are finally accepted by BC. Vendor also assumes all responsibility for all goods, materials, and labor. Vendor shall return all goods or services to BC until the same are received by Vendor or accepted by BC.

Inspection: Payment: For goods or services provided hereunder shall not constitute acceptance thereof. BC may inspect and test such goods or services and reject any or all of them that are, in BC’s judgment, defective or nonconforming. Goods rejected or supplied in excess of quantities ordered herein may be returned to Vendor at Vendor’s expense. BC shall inspect and test such goods or services at Vendor’s expense, and BC’s decision as to the nature and extent of such inspection shall be final. Vendor shall promptly correct or replace, at no expense to Vendor, any goods or services not conforming to the contract. Such replacement or correction shall be in accordance with the requirements of this Agreement.

Compliance: Vendor certifies that all goods or services furnished hereunder, including materials and work incidental thereto, shall comply with all applicable federal, state, and local laws and regulations concerning health, safety and environmental standards and requirements. Tax Exemption: BC is a Massachusetts nonprofit, tax-exempt corporation and is exempt from paying Massachusetts sales and use taxes. Vendor shall qualify to provide the goods or services to BC without payment of state and local sales taxes (Cet. 03/02/5354) Federal excise taxes (Exemption # 09-722-493-03, 24/3-4), and federal fuel taxes (Reg. #04-73-0407-F). Vendor shall not charge BC for such taxes. Proof of exemption is available upon request.