Acceptance-Agreement: The issuance of this Purchase Order ("Order") constitutes an offer by Boston College ("BC") for acceptance by Vendor. Vendor’s notification to BC of Vendor’s acceptance of the Order within a reasonable time, or Vendor’s commencement of work on the goods or services subject to this Offer, shall constitute an acceptance of the terms and conditions of this Order. If Vendor accepts this Order, it shall occur first, shall be deemed an effective mode of acceptance by Vendor of BC’s offer as contained in this Order. Any acceptance of this offer is limited to the acceptance of the terms and conditions contained in this Order. Any proposal by Vendor for additional or different terms and conditions, and not included in this Order, shall be deemed rejected by BC. Vendor may adhere to any and all work and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease their work or shipment against this Order. Vendor shall be paid a reasonable termination charge consisting of a pro-rata percentage of the Order price reflecting the percentage of work performed prior to notice of termination, plus actual direct costs resulting from termination. Vendor shall not be paid for work performed or costs incurred after receipt of notice of termination, nor for costs incurred by Vendor’s suppliers or subcontractors, which Vendor could have reasonably avoided.

Termination for Convenience: BC may terminate this Order or any part hereof for its sole convenience by written notice to Vendor. Vendor shall stop all work and shipment of goods hereunder and cause its suppliers and/or subcontractors to cease their work or shipment against this Order. Vendor shall be paid a reasonable termination charge consisting of a pro-rata percentage of the Order price reflecting the percentage of work performed prior to notice of termination, plus actual direct costs resulting from termination. Vendor shall not be paid for work performed or costs incurred after receipt of notice of termination, nor for costs incurred by Vendor’s suppliers or subcontractors, which Vendor could have reasonably avoided.

Termination for Cause: BC may terminate this Order or any part hereof for cause if Vendor defaults, fails to perform or conform to any material or nonmaterial terms or conditions of this Order; if Vendor violates or attempts to violate or willfully fail to comply with any applicable laws, regulations, or rules; if Vendor breaches any warranty; or if the goods or services delivered are defective or nonconforming. Vendor assumes all risk of loss or damage to all goods ordered and all work in progress, unused unless otherwise specified herein; conform to proposals and/or samples provided by Vendor and meet all applicable specifications and standards acceptable to BC. Vendor shall maintain at its own expense insurance to protect both Vendor and BC against the consequences of any accident, occurrence, damage, loss, or legal fees arising in connection with any claim by Vendor for money due or to become due from BC, unless such claim is caused by or results from negligence or willful misconduct of Vendor. Vendor shall be liable for the consequences of any accident, occurrence, damage, loss, or legal fees arising in connection with any claim by Vendor for money due or to become due from BC, unless such claim is caused by or results from negligence or willful misconduct of Vendor.

Warranties: Vendor expressly warrants that all goods or services furnished hereunder shall: conform to all specifications and appropriate standards; be free of defects in materials and workmanship; be new and unused unless otherwise specified herein; conform to proposals and/or samples provided by Vendor and to any specifications and standards applicable thereto; be free from defects and other nonconformities; be fit for the particular purpose for which said goods or services are offered or sold, merchantable, safe, and appropriate for the purpose of such goods or services. If Vendor knows or has reason to know the particular purpose for which BC intends to use the goods or services, Vendor warrants that such goods or services shall be fit such particular purpose. Inspection, testing, examination, or use of the goods or services furnished hereunder shall not affect Vendor’s obligation under warranties; and all warranties shall survive inspection, testing, acceptance, and use. Vendor’s warranties shall run to BC, its successors, assigns, customers, and users of Vendor’s goods or services. Vendor shall promptly correct or replace, at no expense to BC, any goods or services not conforming to the foregoing warranties, when notified of such non-conformity by BC or as required by law. In the event Vendor is unable to meet the demand at its own expense, Vendor shall hold BC harmless from any breach of these warranties, and no limitations on BC’s remedy herein shall be deemed to have been made.

Liability Insurance: BC shall require various limits of coverage to cover all liability risks, including defense costs in the amount of $5,000,000 or more. Vendor, its employees, directors, and agents shall be additionally insured as required under the terms of this Order.

Payment: Payment for goods or services provided hereunder shall not constitute acceptance thereof. Any claim by Vendor for the purchase of goods or services furnished hereunder constitutes unfair competition or that the goods or services furnished hereunder infringe the patent, copyright, trade secret, or other rights of BC or any other person unless BC agrees in writing to the contrary. BC may elect to repair or modify the goods or services or replace or modify the same to make them non-infringing but functionally equivalent.

Independent Contractor: Vendor shall be an independent contractor and shall work or services shall be performed by Vendor, its employees, agents, suppliers, or subcontractors on BC’s property or elsewhere, and Vendor agrees that such work or services shall be performed by Vendor, its employees, agents, suppliers, or subcontractors as independent contractors, and not as employees of BC, and that such persons doing work shall not be considered or represent themselves as employees or agents of BC.

Confidentiality: Vendor shall safeguard all information furnished by BC, including this Order, as confidential and shall not disclose such confidential information to any person or entity other than such person as may be necessary to perform this Order, and such information disclosed to such person shall be treated in confidence and may not be used or disclosed by the person to whom it is disclosed for any purpose other than performing this contract, unless Vendor first obtains BC’s written permission. Vendor agrees not to advertise or publish the fact that it has contracted with BC or to use any of the information, data, knowledge, or materials furnished by BC. Vendor may not use any of the information, data, knowledge, or materials furnished by BC for any purpose other than performing this contract, unless Vendor first obtains BC’s written permission.

Applicable Law: This Order is subject to Massachusetts law (including the Uniform Commercial Code ("UCC")) and theSupreme Judicial Court of Massachusetts and United States federal courts having within their jurisdiction in Massachusetts. The validity, construction, interpretation, and enforcement of this Order shall be governed by Massachusetts law, without regard to any principles of conflicts of law. The parties may agree upon the venue and the State or United States federal courts having within their jurisdiction in Massachusetts.

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