

Terms & Conditions of Purchase

1. Seller warrants free and clear the title to all products delivered hereunder and further warrants that such products shall be merchantable, free from defects in workmanship, material or design (other than Buyer's design) and shall conform to the description and specifications herein set forth or to a sample to be supplied to Buyer. Seller warrants that the products, in the form delivered to Buyer, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of Seller are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify Buyer against such infringement liability based upon Buyer's possession or resale thereof without alteration.
1. The services provided hereunder and any materials furnished in connection therewith shall be free from defects in materials and workmanship and shall conform to applicable specifications, drawings. Warranty will be for a period of at least one year after delivery/performance and acceptance unless a longer warranty period is provided by the equipment warranty or by law, in which case the longer warranty period will apply. Should Seller's services and/or material prove to be defective within said applicable warranty period, Seller agrees to replace or repair said materials or correct such services to Buyer's satisfaction, upon receipt of written notice from Buyer and without cost to Buyer. Should Seller or its authorized agent or representative be required to enter upon Buyer's premises in order to repair or replace any defective materials or services, Seller agrees to protect, defend, indemnify and save Buyer harmless from and against any claim, demand, liability, loss of injury resulting from acts of Seller or its authorized agents or representatives in performing such replacement or repair or corrective services under this paragraph. In the event of a breach of any warranty hereinabove set forth, Buyer may require Seller to repair or replace at Buyer's election defective or non-conforming Items.
2. Seller shall not be liable for failure to deliver products when prevented by any cause beyond its control, and Buyer shall not be liable for failure to accept products when prevented from receiving or using them to its customary manner by any cause beyond its control. A party who is prevented from performing for any reason provided for herein shall immediately notify the other party of the cause for such nonperformance and the anticipated extent of the delay.
3. Invoices shall be mailed at the time of shipment, and cash discount period will be computed from the date invoice is received. Terms shall be as set forth on the Purchase Order.
4. All freight charges shall be prepaid, unless otherwise stated. Risk of loss and title to the product shall pass at delivery points specified herein on loading where delivery is at shipping point and on unloading where delivery is at destination.
5. Time is of the essence in this contract, and failure by Seller to complete delivery of the products herein ordered with the time specified, shall, at the option of Buyer, without liability, in addition to Buyer's other rights or remedies, relieve Buyer of any obligation to accept and pay for any such products.
6. Products purchased hereunder are subject to inspection and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of products, which are not in accordance with any instructions, specifications, drawings and data or Seller's warranties (expressed or implied). Products not accepted will be held for Seller's instruction at Seller's risk and if Seller so instructs, will be returned to Seller at Seller's expense. Payment for any products hereunder shall not be deemed an acceptance thereof and is without prejudice to any and all claims that Buyer may have against Seller.
7. Seller warrants that the products sold or services furnished under this contract have been produced or furnished in full and complete compliance with all applicable laws and regulations including but not limited to, the Fair Labor Standards Act as amended, Executive Order No. 11246 (Equal Employment Opportunity).
8. Seller assumes all risk of loss or damage to any property of Buyer entrusted to Seller while in Seller's possession or otherwise under Seller's control. In the event of loss or irreparable damage, Seller shall promptly reimburse Buyer for the value of the article. Any other damage shall be promptly repaired by Seller at Seller's expense.
9. If this order is given pursuant to any existing contract, it is also subject to the terms of such contract, and such terms shall control in the case of any conflict with the provisions hereof.
10. Neither this contract nor the obligation of Seller to perform hereunder shall be assigned or delegated by Seller without Buyers' consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such part of any other subsequent default. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded, or otherwise altered except by a written instrument signed by Buyer's authorized representative, and each shipment received in by Buyer from Seller shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of Seller and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer.
11. To the extent that is with the Seller's control, Seller warrants the items sold under this agreement comply in all respects with the Occupational Safety and Health Act and all applicable Regulations, Rulings, Orders and Standards promulgated hereunder. Seller agrees to hold System Technology Solutions and/or its subsidiary and/or affiliated companies harmless from any and all liabilities, claim, fines, penalties, including reasonable costs and settlements which may arise out of the delivery by Seller of items which do not meet these requirements.
12. Seller warrants and represents that any and all products sold and delivered hereunder will substantially comply with all applicable federal, state and municipal laws and regulations. Seller agrees to provide Buyer, upon Buyer's written request, all information which will reasonable assist Buyer in the safe handling and use of any product sold and delivered hereunder. Seller hereby agrees to hold Buyer harmless from any and all claims (justified or otherwise), legal actions, final judgments, reasonable attorney's fees, civil fines and/or any other losses which Buyer may incur as a result of the manufacture, safe, and/or delivery to Buyer hereunder of a product or products which do not meet the requirements of any and/or all of the aforementioned laws and/or regulations.
13. Buyer has the right to terminate this contract in whole or in part any time by written notice if Seller fails to comply with any terms of this contract. Following termination Seller shall be compensated only for Work actually delivered and accepted.
14. If this Purchase Order is placed as a subcontract under a System Technology Solutions prime contract with the U.S. Government, the General Provisions for Firm Fixed Purchase Orders shall apply.
15. The vendor represents and warrants that all information technology required or obtained under this purchase order must be year 2000 compliant with the definition and meaning of Federal Acquisition Regulation Part 39.106.
16. Seller shall comply with the applicable provisions of all Federal, state, and local laws and ordinances and all lawful orders, rules and regulations promulgated there under including, without limitation the Arms Export Control Act; and such compliance shall be a material requirement of this PO. Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of this clause.
17. Seller warrants that each chemical substance constituting or contained in Items sold or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to The Toxic Substances Control Act (15 U.S.C. Sec 2601 et seq.) as amended. Seller shall immediately notify Buyer of any change of status with regard to these certifications and representations.
18. Export Controlled Information as defined in CPS-710 is information that is subject to control by U.S. export control laws or regulations, including the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State, the Export Administration Regulations (EAR) of the U.S. Department of Commerce and Patent Secrecy Orders issued by the U.S. Patent and Trademark Office and must be appropriately marked.
19. Seller shall not deliver Counterfeit Work to System Technology Solutions under this contract. Seller shall only purchase products to be delivered or incorporated as Work to System Technology Solutions directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller shall immediately notify System Technology Solutions with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. When requested by System Technology Solutions, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation System Technology Solutions costs of removing Counterfeit Work of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies System Technology Solutions may have at law, equity or under other provisions of this Contract.
20. AS5553 Counterfeit Electronic Parts, Avoidance, Detection, Mitigation and Disposition is incorporated by reference and made a part of this contract.
21. A Certificate of Conformance must be provided with product at time of shipment. Commercially available parts supplied to this order must be an exact match to the Part Number ordered.
22. Seller must be compliant with applicable law (including without limitation, that products are lead-free or RoHS compliant).
23. If this is a Rated Order for National Defense Use and a DPAS rating is entered, Seller is required to follow all the provisions of the Defense Priorities and Allocations