

CONDITIONS

This order, if accepted, is subject to the following terms and conditions:

1. We reserve the right
 - (a) To reject and return at your expense, materials in excess of quantity ordered or defective material.
 - (b) To reject delivery and/or cancel this order or any or all installment deliveries under it upon failure to ship the order or any installment of it within the time or times specified, or to ship the quantity or quality ordered.
 - (c) To rescind this order without notice unless vendor acknowledgement is received.
 - (d) To suspend or cancel deliveries during the existence of strikes, labor disturbances, secondary boycotts, fires, floods or other situations arising from causes not within our practicable control.
2. You guarantee all goods and articles furnished hereunder to be free from defects in material and workmanship and to conform to the specifications included or referred to herein.
3. In performance of this order you will comply with the provisions of the Fair Labor Standards Act and of any other applicable Federal or State laws and regulations, and you agree that any provisions required by such laws and regulations to be included herein shall be deemed to be incorporated by reference. This order or contract and the performance thereof shall be construed and governed in accordance with the laws of Delaware.
4. Each package must contain packing slip showing contents and our order number.
5. The contractor agrees to protect, defend, indemnify and hold the University of Delaware and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application of any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.
6. Authorization to use the registered trade and service marks of the University of Delaware for this order is limited to products for sale to units of the University. Products for distribution to any customer other than the University must be approved and licensed by the Office of University Administrative Services, 122 Hullihen Hall, Newark, Delaware 19716. Purchase of goods or services is not to be considered an endorsement of a product.
7. All art work, photographs, mechanicals, negatives and color separations are the sole property of the University of Delaware and, upon request are to be returned without charge to the University upon delivery of publications samples.

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