

WSU TERMS AND CONDITIONS OF PURCHASES SERVICES AND GOODS

1. DEFINITIONS

- 1.1 "Contract" means the contract formed between WSU and Seller as set forth herein.
- 1.2 "Delivery Location" means the address specified in the Order where the Goods shall be delivered and the Services shall be performed.
- 1.3 "Goods" means the goods Seller is to provide under the Order.
- 1.7 "Services" mean any and all services to be performed by Seller under the Order.
- 1.8 "Seller" means the person, firm, organization, governmental entity, or company identified on the Order supplying the Goods and/or Services.
- 1.9 "Terms" means these WSU Terms and Conditions of Purchases Services and Goods.
- 1.10 "WSU" means Wichita State University and any affiliates, subsidiaries, successors or assigns thereof, as expressly designated in the Order.
- 1.11 "Buyer" means the person, firm, organization, governmental entity, or company identified on the Order as the Buyer.

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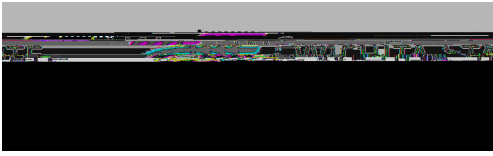


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WSUas follows:

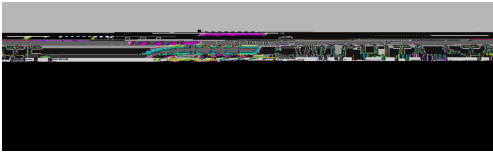
- 16.1 Seller is duly organized, validly existing and in good standing and has the power and authority to execute and deliver, and to perform its obligations under, this Contract.
- 16.2 This Contract is Seller's legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).
- 16.3 Seller shall obtain and maintain all permits necessary for the exercise of its rights and performance of Seller obligations under this Contract, including any permits required for the import of Goods or any raw materials and other manufacturing parts used in the production and manufacture of the Goods, and the shipment of hazardous materials, as applicable
- 16.4 To the best of its knowledge, neither Seller nor any of its principals are presently debarred, suspended, proposed for debarment, the subject of an indictment involving the criminal statutes enumerated in 22 Code of Federal

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following: (i) using any names, service marks, trademarks, trade names, logos/signs, other



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terms substantially similar to this Contract.

30.5 Seller is responsible for the performance or non-performance of any subcontractor and will indemnify, defend and hold harmless WSU from and against all Losses