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TERMS AND CONDITIONS OF PURCHASE

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The Purchaser and Seller herein agree that this order is subject to the terms and conditions written and printed on the front and reverse hereof

ALL EXCESS CHARGES
WILL BE DEDUCTED.
WHERE RATES ARE
DEPENDENT ON
VALUE, FORWARD
SHIPMENTS AT MINIMUM VALUATION.
ALL GOODS MUST BE
PACKED TO CONFORM TO REQUIREMENTS OF CARRIER.

- 1. This order is not valid unless signed by Purchaser's buyer and -- countersigned by its Merchandise Manager.
- 2. Purchaser will not assume liability for any goods "put in work" or shipment made to it, prior to receipt by Seller of a written order on this form, signed and countersigned as herein provided.
- 3: In the event the Seller is unable to deliver any part or all of the merchandise called for by this order. Seller agrees to notify the Purchaser immediately.
- 4. If the terms specified on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Purchaser may change the invoice to conform to this order, and make payment accordingly.
- 5. Transportation costs on goods on back order shall be paid only at the rates which would have been applicable had the complete order been shipped at one time. The excess transportation costs shall be borne by the Seller.
- 6. Purchaser may refuse or return at the Seller's expense:
 - (a) Shipments made before or after shipping date specified on the face of this order, time of shipment being of the essence.
 - (b) Shipments in excess of quantities ordered.
 - (c) Goods which are not according to sample or which are not as specified in this order.
 - (d) Goods which are not as represented or as warranted.
- 7. Seller warrants that the merchandise shipped under this order is fit and safe for the use for which it was manufactured.
- 8. Seller warrants that the merchandise shipped under this order was produced in compliance with the Federal Fair Labor Standards Act and that said merchandise or the sale thereof by Purchaser does not and will not violate any Federal, State or local laws, regulations, orders or ordinances, and Seller agrees to protect, indemnify and save harmless the Purchaser from any and all claims, suits, liabilities, damages, losses or expenses incurred by Purchaser as a result of any alleged violations thereof.

- 9. Seller warrants that the merchandise shipped under this order does not and will not infringe any patent, trademark, trade name, copyright or other similar right and agrees to protect, indemnify and save harmless the Purchaser from any and all claims, suits, liabilities, damages, losses or expenses incurred by Purchaser by reason of any alleged infringements of any of such rights.
- 10. Seller guarantees that the merchandise shipped under this order is labeled in accordance with the Wool Products Labeling Act of 1939 or Fur Products Labeling Act, or Textile Fiber Products Identification Act of September 2, 1958, as the case may be, and/or complies with the requirements of the Flammable Fabrics Act. Seller agrees, in the absence of a continuing guarantee, to include with each invoice a written guarantee specifying that all items are correctly labeled under and/or comply with the ferms of the applicable Act.
- 11. Prices are guaranteed against manufacturer's or Seller's own decline and legitimate competition until date of delivery. Seller will meet prices of legitimate competition or accept cancellation.
- 12. Purchaser reserves the right to cancel all or any part of this order which has not actually been shipped by Seller, in the event Purchaser's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, Act of God, or the public enemy, or any other cause whether like or unlike the foregoing, if beyond the reasonable efforts of the Purchaser to control.
- 13. A waiver of and/or failure to perform any one or more of the conditions of this order shall not constitute a waiver of or an excuse for non-performance as to any other part of this or any other order.
- 14. The rights and remedies herein expressly provided shall be in addition to any other rights and remedies given by law.
- 15. This order is placed subject to the condition that the prices as set shown bergin do not exceed the applicable ceiling prices as set by government regulations is effect on the date of this order. Seller agrees that the merchandise will be invoiced at either the prices provided for herein of the applicable ceiling prices in effect at the time of shipment, whichever are lower.

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1008 211 North Ervay Building Dallas 1, Texas

2. Send one copy of bill with books to:

DeGolyer Foundation Library P.O. Box 399 S.M.U. Station Dallas 22, Texas

- 3. It is understood that this order is subject to the usual Library discount.
- 4. In general, we prefer U. S. shipments to be made "printed matter" or by parcel post, adding transportation cost to bills. Do not send c.o.d.
- 5. Report on items which cannot be sent or which will be delayed.
- An order from a second hand catalog is considered cancelled if the book has been sold, unless another equally good copy can be substituted at the same or lower price.
- It is understood that unfilled orders are automatically cancelled one year from the date of this order unless otherwise specified or order is renewed.

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AUTHOR

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TITLE

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EDITION

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PUBLISHER

YEAR

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As this procedure will undoubtedly cause delay in receipt of this order your cooperation in sending a prompt billing will be greatly appreciated.

Thank you.

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DELIVER THE ARTICLES ORDERED ABOVE IN ACCORDANCE WITH THE FOLLOWING

- Show ORDER NUMBER AND DEPARTMENT on all invoices, packages, correspondence and shipping documents.
- 2. Mail Three Copies of Invoice at time of shipment.
- 3. Washington Sales Tax applies to this order unless exemption certificate is attached hereto.
- 4. This order is subject to the terms and conditions set forth on the back of this field order.

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STANDARD TERMS AND CONDITIONS INVITATION TO BID, REQUESTS FOR QUOTATION, FIELD ORDER CONTRACTS



The following provisions will be made a part of the Field Order contract and Vendor by his acceptance of an order agrees thereto:

- 1. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Department.
- 2. No charges will be allowed for packing, wrapping, bags, containers, reels, etc., unless otherwise specified.
- 3. The University reserves the right to cancel any unshipped portion of this order. Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.
- 4. For any exception to the delivery date as specified on the field order, the vendor shall give prior notification and obtain approval thereto from the Purchasing Department.
- 5. The University will not honor drafts for bills contracted. All accounts are paid by remittance by mail. No goods accepted on sight draft basis. The University cannot recognize assignments.
- 6. SHIPPING INSTRUCTIONS: Unless otherwise specified, please ship prepaid via cheapest common carrier f.o.b. Destination. If terms must be f.o.b. Shipping Point, please prepay and list shipping charges separately on invoices. Substantiation of prepaid freight and express must be attached to your invoices. The University cannot accept C.O.D. shipments.
- 7. Materials purchased are subject to the approval of the University and if rejected are held subject to the vendor's risk and expenses incurred for their return as approved by the Purchasing Department.
- 8. Order Number MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
- 9. Memorandum of contents shall be enclosed in each box or package.
- 10. The wendor agrees to protect the University against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.
- 11. If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
- 12. It is agreed that the waiver or acceptance of any breach of any of the terms of this order shall not operate to relieve the vendor of the responsibility hereinunder for any prior or subquent breach.
- 13. All specifications and plans referred to in this order shall form a part of the contract.
- 14. The vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
- 15. Cash discount period on all invoices shall commence on the date on which the correctly completed vouchers or shipment is received by the University, whichever is later. If an adjustment or damage occurs on a shipment subject to cash discount, discount will be taken effective on date final approval for payment is authorized.
- 16. The University must pay State of Washington Sales Tax unless purchase order specifically indicates exemption.
- 17. The University is exempt from Federal Excise Taxes. Exemption certificate will be furnished upon request.
- 18. Liens: Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of whatsoever nature.

4. This order is subject to the terms and conditions set idnin on the back of this field arders

19. Special brands, when named, are to indicate the standard of quality, performance or use desired. Bids on your equal will be considered provided you specify brand, model and the necessary descriptive literature. In the event the University elects to conflict for an alternate purported to be an equal by the bidder, the acceptance of the item will be conditioned on the Buyer's inspection and testing after receipt. If, in the sole judgment of the Buyer, the item is determined not to be an equal, the material shall be returned at the seller's expense and the contract cancelled.