

1. Acceptance. Seller's acknowledgment of the terms of this purchase order (this "Order"), without timely express written objection, or Seller's shipment or performance of any part of this Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of this Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Order (including without limitation any request for proposals or invitation for bids or Seller's response thereto) that deal with the same subject matter as this Order, and (iv) any other terms and conditions of a written agreement signed by Seller and GCS

account of improper packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

10. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Seller's reasonable control and without Seller's fault or negligence.
11. Services Performed. All services rendered under this p.o. will be performed at the Seller's own risk.
12. Acceptance and Inspection. All Goods and Services shall be received subject to GCS's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Seller's expense or may be accepted at a reduced price. GCS may require Seller to promptly replace or correct any rejected Goods or Services and, if Seller fails to do so, GCS may contract with a third party to replace such Goods and Services and charge Seller the additional cost. If goods are rejected, they will be returned at Seller's risk for credit or replacement at GCS's option and all handling and transportation expenses both ways shall be assumed by the Seller. When goods have been rejected, GCS shall have the right



with this paragraph, Seller will be paid for Services actually provided up through the date of termination at the rates provided herein.

22. Termination for Default. Either party may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the other party. In addition to any other remedies available to GCS law or equity in connection with an uncured breach of the Contract by Seller, GCS may procure upon such terms as GCS shall deem appropriate, Services substantially similar to those so terminated, in which case Seller shall be liable to GCS for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
23. Contract Funding. It is understood and agreed between Seller and GCS that GCS's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of GCS for any payment may arise until funds are made available to GCS's Finance Officer and until Seller receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. GCS shall not be liable to Seller for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
24. Accounting Procedures. Seller shall comply with any accounting and fiscal management procedures prescribed by GCS to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
25. Improper Payments. Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. Seller shall refund to GCS any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Seller shall make such refunds within 30 days after GCS notifies Seller in writing that a payment has been determined to be improper.
26. Contract Transfer. Seller shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of GCS.
27. Contract Personnel. Seller agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.
28. Key Personnel. Seller shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Seller) assigned to the performance of the Contract without prior written approval from GCS Project Coordinator (the individual at GCS responsible for administering the Contract).
29. Contract Modifications. The Contract may be amended only by written amendment duly executed by both GCS and

33. Conflict of Interest. Seller represents and warrants that no member of GCS or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in



50. Entire Contract. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits,