Tivoli. software

IBM

Purchase Order Details

1077: Adobe Software Contract

Revision:	0	**Date of Issue:**	2/7/08	**Freight Terms:**	
Purchasing Agent:	PRESTON	**Requested Delivery Date:**		**Ship Via:**	
Currency Code:	USD	**Payment Terms:**	18 months	**F.O.B.:**	

Vendor: SWKING
33 Knights Castle
Houston, Texas 77081
Attention: Joe King

Contract #: 1026
Phone: 444-281-0715
Fax:

Ship To: **BEDFORDMAIN**
100 Crosby Drive
Bedford, MA 01730

Bill To: **BEDFORDMAIN**
100 Crosby Drive
Bedford, MA 01730

Line	Catalog Code	Item	Description	Mfg	Model Number	Qty	Units	Unit Cost	Line Cost	Tax	Total
1	1267	ACROBAT_8	Adobe Acrobat Version 8		Acrobat8	100	EACH	123.00	12300.00	0.00	12300.00

Total Line Cost: 12300.00
Total PO Cost: 12300.0 USD

Purchasing Dept. Signature:

Ordered By:

Date:

Expected Delivery Date:

Purchase Order Details

Terms and Conditions

Term (ID)	Description
ACKNGMNTACCEPT	ACKNOWLEDGMENT AND ACCEPTANCE OF ORDER

This Order constitutes an offer from the Buyer that is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of this Order are those that apply to the purchase of materials, items, products, components or services (hereinafter referred to as "Material"). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referenced in the Order are incorporated herein by reference. These Terms and Conditions control unless they are specifically varied or contradicted by one of the following methods in the listed order of precedence; 1.) Varying terms on the face of this Order, 2.) A current existing Master Purchase Agreement, 3.) Another valid contract between the Buyer and the Vendor to which this Order applies. All other prior oral or written statements varying the Order are specifically rejected and disclaimed.

WARRANTIES	WARRANTIES

The Vendor warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vendor's industry in the United States and shall meet or exceed the Vendor's specifications on performance as detailed in the Vendor's brochures, sales literature and other specifications as may be available to the Buyer. In addition to any other express or implied warranties, the Vendor warrants that the Material furnished pursuant to this Order will be: (a) free from defects in title, workmanship and material; (b) free from defects in design except to the extent that such items comply with detailed designs provided by the Buyer; (c) of merchantable quality and suitable for the purposes, if any, which are stated on this Order. If any material covered by this Order is found not to be as warranted, the Buyer may, by written notice to the Vendor: (a) rescind this Order as to such non-conforming Material; (b) accept such Material at an equitable reduction in price; (c) reject such non-conforming Material and require the delivery of suitable replacements. If the Vendor fails to deliver suitable replacements promptly, the Buyer, with notice of five business days, may replace or correct such Material and charge the Vendor the additional cost occasioned the Buyer thereby, or terminate this Order for default. Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items initially furnished or originally ordered. Cost of replacement, rework, inspection, repackaging and transportation of such corrected Material shall be at the Vendor's expense. This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Order and such warranties shall run to the Buyer, its successors, assigns, employees, students, and users of the Material. Nothing herein, however, shall limit the Buyer's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services. Rights granted to the Buyer in this article entitled WARRANTIES are in addition to any other rights or remedies provided elsewhere in this Order or in Law.

CHANGES	CHANGES/AMENDMENTS

The Buyer shall have the right at any time, by written notice, in the form of a Change Order, to the Vendor, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change. Price increases, extensions of time for delivery and change in quantity shall not be binding on the Buyer unless evidenced by a form of Change Order issued and signed by the Buyer.

PATENT	PATENT INDEMNITY

The Vendor agrees to indemnify, hold harmless and defend the Buyer, its employees, directors, officers, Agents and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the Buyer's) associated herewith. The Buyer reserves the right to be represented in any such action by its own counsel at its own expense.

PRICETAXES	PRICE/TAXES

Prices stated on the Order hereof are firm and shall remain firm until deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The Vendor agrees that any price reduction made with respect to Material covered by this Order subsequent to placement will be applied to this Order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth are exclusive of applicable sales, use, excise, value-added or similar taxes. The Buyer is exempt from the Massachusetts Sales and Use Tax Law (exemption number E041-679-980). The Buyer will furnish the Vendor with a tax exemption certificate upon request.

CANCELLATIONS	CANCELLATIONS

The Buyer may cancel this Order in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent at least fourteen (14) days prior to the delivery date specified on the face of this Order. The Buyer may cancel this Order in whole or in part at any time for cause by written, FAX, or telex notice to the Vendor, effective when sent, in the event that the Vendor: (a) fails to comply with any term or condition of this Order including, but not limited to, delivery terms; or (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or (c) files a voluntary petition in bankruptcy; or (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or (e) voluntarily ceases trading; or (f) merges with or is acquired by a third party; or (g) assigns any of its rights or obligations under the Order to a third party without the Buyer's advance written consent. Upon the occasion of any one of the aforesaid and in addition to any remedies which the Buyer may have in Law or in Equity, the Buyer may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the Buyer such work in progress or completed material as may be requested by the Buyer. The Buyer shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the Buyer prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the Buyer.

WAIVER	WAIVER

The failure of the Buyer to insist in any instance upon the strict performance of any provision of this Order, or to exercise any right or privilege granted to the Buyer hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

COMPLIANCWLAWS	COMPLIANCE WITH LAWS

Purchase Order Details

Terms and Conditions

Term (ID)	Description
	By acceptance of this Order, the Vendor agrees to comply with the requirements of Executive Order 11246, as amended, relating to Equal Employment Opportunity; Executive Order 11701, relating to the Employment of Veterans, and the Rehabilitation Act of 1973 and their implementing regulations at 41 CFR 60-250 and 41 CFR 60-741. The Vendor also agrees to comply with the Fair Labor Standards Act and the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including the procurement of required permits and certificates and compliance with the Small and Minority Business Investment Act known as Public Law 95-507) in the Vendor's performance hereunder. Whether or not the Buyer provides a specification, if materials, services or containers furnished by the Vendor are required to be constructed, packaged, labeled or registered in a prescribed manner, the Vendor shall comply with the applicable federal, state, county and local laws, ordinances, regulations and codes. The Vendor further agrees to indemnify and hold the Buyer and its customers harmless from any loss or damage that may be sustained by the Buyer, by reason of the Vendor's failure to comply with any federal, state, county or local laws, ordinance, regulations and codes. The Buyer encourages the Vendor to provide opportunities and assistance to minority and women owned businesses in accessing the necessary channels to allow their maximum participation in the provision of goods and services. A minority owned business is defined as a business owned and operated by a person(s) who is a member of a minority group such as African American, Hispanic, Native American (American Indian), Asian American (Chinese, Korean, from India, Japanese, Pacific Islander), or Cape Verdean (from the Cape Verde Islands off the coast of Africa).