

NORTHWESTERN UNIVERSITY IN QATAR – PURCHASE ORDER TERMS AND CONDITIONS

Northwestern University in Qatar (NU-Q) is a private, not-for-profit, nonsectarian, coeducational institution. This order is subject to Northwestern Purchase Order Terms & Condition, highlights of which are below.

Entire Agreement

This Agreement constitutes the entire agreement between the parties. The University shall not be bound by any other terms, absent a written modification or other agreement signed by the parties. Acceptance of this order constitutes acceptance of all conditions herein stated.

Inspection and Approval

1. All Materials or services furnished must be as specified and will be subject to inspection and approval of the University after delivery.
2. The right is reserved to reject and return at the risk and expense of the vendor such portion of any delivery/shipment which may be defective or fail to comply with specifications set forth in the Order, labeling, end-user technical specifications, documentation, product manuals, and/or training manuals made available by vendor to Northwestern in writing ("Specifications") or is not manufactured in accordance with applicable laws, or is otherwise defective or adulterated without invalidating the remainder of the order. Payment for any goods shall not be deemed acceptance.

Standard Warranties

- a. *Warranty for Goods.* Vendor represents and warrants to Northwestern that (i) vendor shall convey good and marketable title to the goods to Northwestern free and clear of any and all liens, encumbrances, or other defects in title, (ii) the goods are merchantable, fit for their ordinary purpose, free from defects or adulterations, and shall conform to and perform in all respects in accordance with the Specifications, (iii) the goods have been manufactured, produced, packaged, stored, delivered, and sold in accordance with all applicable laws; and (iv) when vendor knows or has reason to know of any particular purpose for which the goods are required, and Northwestern is relying on the vendor's skill or judgment to select or furnish suitable goods for such purpose, such goods shall be fit for such purpose.
- b. *Warranty for Services.* Vendor represents, warrants and covenants to Northwestern that vendor shall (and shall cause all of its employees, affiliates, or subcontractors engaged to perform services hereunder (collectively, "**Personnel**") to: (i) perform all services and deliver all Work Product in a timely, professional, and workmanlike manner consistent with industry standards as practiced by a reasonable member of the vendor's professional community, and in accordance with all applicable laws and the specifications for the services set forth in the Order; (ii) comply with all of Northwestern's rules, regulations and policies applicable to vendor, its Personnel, and/or the performance of the services and vendor's other obligations hereunder, including Northwestern's Vendor Code of Conduct found at <https://www.northwestern.edu/procurement/vendors/vendor-code-of-conduct.html> and Northwestern's Contractor Safety Program found at <https://www.northwestern.edu/risk/environmental-health-safety/facility-safety/contractor-safety.html>; and (iii) obtain and maintain throughout the period of performance of the services all applicable permits, licenses, and governmental or regulatory approvals necessary to perform the services hereunder.
- c. *Infringement Warranty.* Vendor represents and warrants to Northwestern that the goods, services, Work Product, and the use thereof by Northwestern or any of its employees, contractors, agents, or students, do not and will not infringe, violate, or misappropriate any patent, trademark, trade name, service mark, copyright, trade secret, or other intellectual property or proprietary right ("**Intellectual Property**") of any third party, and vendor is not aware of any actual or threatened claim that any of the goods purchased by Northwestern under this Agreement infringes, violates, or misappropriates any Intellectual Property of any third party.

Delivery

1. *Point of Delivery* for the required items/services is at NU-Q Qatar Foundation – Education City.
2. No separate charges shall be paid for the delivery of goods/services.
3. Any item/service found to be defective or not of desired type and quality, etc., shall be returned without any liability on the part of NU-Q.
4. NU-Q has the authority to cancel any order if the required items/services are not supplied on time.

Changes

No changes of any type may be made in this order, including changes in quantity, type of goods/services, delivery date, price, or any other provision of this order, without the University's express written approval.

Indemnification

The Vendor shall defend, indemnify and hold harmless Northwestern University in Qatar, its trustees, officers, agents and employees, from and against any and all damages, claims, demands, suits, judgments, penalties, and costs (including reasonable attorney's fees and expenses) and all liabilities imposed by law, for or on account of damage to property or death

of or injury to any person or persons (including property and employees of Northwestern University in Qatar), arising from the work, goods, services provided by the vendor, its employees, agents or subcontractors pursuant to this order/contract.

Limitation of Liability

Except as set forth herein, neither the vendor nor the University shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement by the vendor of United States **and/or State of Qatar** patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the vendor; to claims covered by other specific provisions of this Agreement calling for liquidated damages; to vendor's indemnification obligations; or to court costs or attorneys fees awarded by a court in addition to damages after litigation based on this order/contract.

Governing Law

This order/contract shall be governed by and construed and enforced in accordance with the laws of the State of Qatar, excluding its choice of law rules and, to the extent applicable, the copyright laws of the State of Qatar. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the courts sitting in the State of Qatar.

Payment Discounts

Time in connection with discounts offered will be computed from the date of delivery or date of receipt of the correct invoice, whichever is later.

Taxes

1. Northwestern University in Qatar is subject to the State of Qatar's Income Tax Law No.24 of 2018 on service contracts which requires a deduction imposed on any taxpayer who is not resident and not registered in the Commercial Register for a contract or activity wholly or partly carried out in the state of Qatar, in respect of activities not related to a permanent establishment in the state, at the rate of 5% of the total amount thereof.
2. The University is exempt from the Illinois retailers' occupation tax, the service occupation tax (both state and local), the use tax, and the service use tax. Our Illinois State tax exemption identification number is E 9990-4055-06. The University is also exempt from the Federal excise tax as an exempt institution (sec. 4222, IRC). The University Federal excise tax exemption certificate registry number is 3673-0269F.

Payment Terms

Payment terms will be net **30 days** after completion of work, approval, and submission of invoice.

Website Incorporation

The University expressly states that it will not be bound by any content in the vendor's website, even if the vendor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the University has actual knowledge of such content and has expressly agreed to be bound by it in writing that has been manually signed by an authorized representative of the University.

Export Controls

The vendor is responsible for complying with all applicable export control regulations. Any such export-controlled items, equipment, or information **MUST** be properly handled and labeled by the vendor as part of its responsibility. The burden shall be on the Vendor to prevent such export-controlled information from being improperly disclosed to the University and obtain the appropriate license or approval from the relevant authorities or invoke an available exception, exemption, or exclusion before disclosing any export-controlled materials to the University. In the event that the vendor seeks to provide the University with any such controlled disclosures, the vendor will so inform the University in writing and shall **NOT** forward or provide **ANY** export-controlled information to the University without the express written permission of the University official in charge of such matters. The name of such an official shall be provided upon request.

Vendor Responsibilities

Vendor may not, without Northwestern's prior written consent, subcontract or assign any of the Vendor's rights or obligations under this agreement. The Vendor assumes responsibility for all contractual activities. Further, the University will consider the Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the agreement. The Vendor is totally responsible for their subcontractors' adherence, should subcontractors be approved and used, to all provisions of the agreement.

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