1. Acceptance Agreement. Seller's commencement of work on the goods or services furnished hereunder shall be the sole and exclusive remedy available to Purchaser in case of any alleged defects arising from causes of failure or defects in or replace nonconforming goods or services promptly. Purchaser, after reasonable notice to Seller, may make such corrections or replace such goods or services and charge Seller for the cost incurred by Purchaser in doing so.

10. Indemnification. Seller shall defend, indemnify and hold harmless Purchaser against all damages and expenses (including attorneys' fees) arising out of or in any way as a result of any defect in the goods sold or services furnished hereunder or providing any alleged failure to perform under the obligations of this Order, its agents, employees, or subcontractors. This indemnification shall be subject to the limitations set forth in Paragraph 24.

11. Inspection/Testing. Payment for the goods delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to inspect such goods and to reject any or all of said goods which are in Purchaser's judgment defective or nonconformity. Goods rejected and supplied in excess of quantities called for herein may be returned to Seller at its expense and, in addition to Purchaser's other rights, Purchaser may charge Seller all expenses of unpacking, examining, replacing and reshipping such goods. In the event Purchaser rejects goods whose defects or nonconformities are not apparent on examination, Purchaser reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order shall relieve in any way the Seller from the obligation to replace such goods if Purchaser is in fact entitled to such replacement.

12. Identifications. All invoices, packing lists, packages, shipping descriptions, and other written documents affecting this Order shall contain the applicable order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Order, indicating the content of such boxes or packages.

13. Water. Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege of Purchaser's waiver of any breach hereunder shall not be deemed a waiver of any other terms, conditions, or privileges, whether of the same or similar type.

14. Entire Agreement. This Purchase Order, and all documents related to the face hereof, constitute the entire agreement between the parties.

15. Bankruptcy. In the event of any proceeding, involuntary or voluntary, in liquidation or insolvency by or against the Vendor, including any proceeding before the United States courts or, in the case of the termination, with or without the Vendor's consent, of a receiver of an assignee for the benefit of creditors, or in the case of bankruptcy by or against the Vendor, will include governmental action or the government to act where such action is required, strike or other labor trouble, fire, or unusually severe weather.

16. Claims. Purchaser shall have the right at any time to make changes in this Order or in the work to be done hereunder, and Seller shall make all reasonable efforts to do so without change. If any change is made, Seller shall be entitled to such changes. If such changes cause a material increase, or decrease in Seller's costs or time of performance, Seller shall notify Buyer immediately and negotiate an adjustment.

17. Price and Payment. Seller warrants that the prices for the articles sold hereunder are not less favorable than those currently extended to any other customer by Seller for like articles and that the same are reasonable in relation to the quality of the goods and services furnished. In the event Seller reduces its price for such article during the term of this Order, Seller agrees to reduce the prices hereof correspondingly. The price stated in this Order includes (1) all charges for packaging, boxing, crating, special handling, and freight (2) F.O.B. designated delivery location; (3) DDP (Incoterms 2010) for border crossing delivery of Goods and Deliverables to the FRED HUTCHINSON CANCER RESEARCH CENTER at the location. No modification or adjustment of the stated price may be made without the prior written consent of Purchaser. If the price is not stated on this Order, the price shall be the lower of the: (A) price last paid or quoted, or the prevailing market price.

18. Equal Opportunity. Vendor agrees to comply with all laws prohibiting discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, because of a physical or mental handicap, including Title VII of the Civil Rights Act of 1964 as amended, Executive Orders 11246, 11375, 11758, 11701, 12086, 13201 and Section 42 U.S.C. 2000e-3(a) as amended by the ADA of 1990 as amended, 29 CFR Part 1600 et seq., and all other federal, state, or local laws prohibiting discrimination.

19. Compliance. Seller warrants that all goods and services sold and furnished hereunder have been produced, sold, delivered, and furnished in strict compliance with all applicable federal, state, and local laws, rules, and regulations and requirements in accordance of any other laws which are applicable to the subject matter hereof. Seller warrants that all goods or services delivered hereunder shall not be used in a manner that would violate any laws, rules, regulations, or requirements applicable to the subject matter hereof. Seller further warrants that all goods or services delivered hereunder shall not contain any goods or services which are the subject of any export control laws, rules, regulations, or requirements applicable to the subject matter hereof.

20. Termination for Convenience of Purchaser. Purchaser reserves the right to terminate this Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall perform all work to the point of completion for which funds have been previously paid to Seller. Seller shall be paid for all work done as of the date of notice of termination, but for all work done thereafter, Purchaser is under no obligation to pay for such work. Seller must complete all work as of the date of notice of termination, but for all work done thereafter, Purchaser reservers the right to terminate this Order.

21. Termination for Cause. Purchaser may also terminate this Order or any part hereof for any cause which, in Purchaser's sole judgment, or when ordered of such nonconformity by Purchaser, provided. Purchaser elects to provide with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Purchaser, after reasonable notice to Seller, may make such corrections or replace such goods or services and charge Seller for the cost incurred by Purchaser in doing so.

22. Termination for Cause. Purchaser may also terminate this Order or any part hereof for the cause set forth in Paragraph 22 of this Order. In the event of termination for any cause, Purchaser shall not be liable to Seller for any amount, and Seller shall be liable to Purchaser for any overpayment or any other sums sustained by reason of the default which gave rise to the termination.

23. Proprietary Information. Confidentiality—Advertising. Seller shall not disclose and shall not permit any other person or entity to disclose any information to any other person or entity, other than Purchaser until such time as Purchaser has given oral or written notice in writing to Seller, that such information is to be kept confidential. In the event of Breach of this Order, unless Sellers obtain written permission from Purchaser to do so, Seller shall not disclose or use any trade secrets, specifications, or other documents prepared by Seller for Purchaser in connection with this Order. Seller shall not advertise or publish the fact that Purchaser has contracted to purchase goods from Seller, nor shall Seller obtain any information relating to the order be disclosed without Purchaser's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Purchaser shall be subject to any obligation of confidentiality.

24. Patents. Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Purchaser or its agents, customers, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, or services furnished hereunder, and Seller further agrees to indemnify Purchaser, its agents and customers against any and all expenses, losses, royalties, profits, and damages, including court costs and attorneys’ fees, resulting from any such suit or proceeding, including any settlement. Purchaser may be represented by and actively participate through its own counsel in such suit or proceeding if it so desires, and the costs of such representation shall be paid by Purchaser.

25. Insurance. In the event that the Seller's obligations hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to whom property or services of Purchaser's customers, the Seller agrees that all such work shall be done by trained personnel and in accordance with work shall be subject to Article 15 of this Order, any and all claims or liabilities arising there from or in connection therewith shall be subject to the provisions of this Article. Seller shall maintain all insurance coverages, including public liability and Workmen's Compensation insurance, as required herein, and all additional insurance, including all additional insurance, including Workmen's Compensation insurance, as may be required to effect or to evidence compliance. All laws prohibiting discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, because of a physical or mental handicap, including Title VII of the Civil Rights Act of 1964 as amended, Executive Orders 11246, 11375, 11758, 11701, 12086, 13201 and Section 42 U.S.C. 2000e-3(a) as amended by the ADA of 1990 as amended, 29 CFR Part 1600 et seq., and all other federal, state, or local laws prohibiting discrimination.

26. Assignments and Subcontracting. No part of this Order may be assigned or subcontracted without prior written approval of Purchaser.

27. Limitation on Purchaser’s Liability – Statutes of Limitations. In no event shall either party be liable for incidental or consequential damages. Purchaser’s liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from any claim or from any breach of this Order shall in no way exceed the price stated in this Order, or in the case of seller shall not be subject to any limitations on the rights of Purchaser to recover any amounts due to Purchaser under the terms of this Order.

28. Severability. If any provision hereof shall be found to be inoperative or in violation of any law or regulation, only that provision shall be invalid and the remainder of the order shall not be affected.

29. Non-Profit. Fred Hutchinson Cancer Research Center affirms that all profit made under this Order will be used solely by Fred Hutchinson Cancer Research Center. We are a non-profit corporation organized under the laws of the State of Washington for charitable purposes.

30. Governing Law. For Goods and Services provided to Fred Hutchinson, the jurisdiction and venue shall be solely as specified in the agreement or any separable or subsequent contract. The jurisdiction and venue of the United States shall govern this Order and the rights and the obligations of the parties hereunder, and the venue of any action brought hereunder shall be in the Superior Court of King County, State of Washington. For all other Goods and services provided to Fred Hutchinson, the laws, jurisdiction and venue of the City of Seattle (Seattle, Washington) shall govern this Order.

31. Deliveries. Fred Hutchinson Cancer Research Center is prohibited from contracting with or making subawards under covered transactions to parties that are sanctioned or debarred. “Covered transactions” include those procurement contracts for goods and services awarded under a non- procurement transaction (that is, contracts that are expected to equal or exceed $25,000 or meet certain other criteria as specified in 2 CFR section 20.20). All non-procurement transactions awarded by Fred Hutchinson Cancer Research Center that exceed $25,000 are covered transactions. Fred Hutchinson Cancer Research Center will certify that your organization and all associated principals have not been suspended or debarred for any cause. Each party participating to fulfill this Order are aware of this requirement. By accepting this Order, each party agrees to fulfill this requirement.

32. Intellectual Property. Seller certifies to the best of his knowledge and belief that the materials, services, or products delivered shall not infringe any patent, trademark, copyright, or other intellectual property right of any entity. seller certifies to the best of his knowledge and belief that the materials, services, or products delivered shall not infringe any patent, trademark, copyright, or other intellectual property right of any entity.