Seller and Buyer agree as follows:

11. WAIVER BY BUYER AGAINST INFRINGEMENTS As part of the contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer must give written warranty that the production of goods according to the specification will give rise to such a claim; and in no event shall Buyer be liable to Seller for indemnification in the event that the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he shall notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save buyer harmless if Seller in good faith certifies that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller reasonable cost of his search as to infringements.

12. RIGHT OF INSPECTION Buyer shall have the right to inspect the goods at delivery before accepting them.

13. CANCELLATION Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

14. TERMINATION The performance of work under this order may be terminated in whole or in part by Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a “Notice of Termination” specifying the extent to which performance or work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15 herein.

15. FORCE MAJEURE Ifby reason of Force Majeure either party hereto shall be rendered unable wholly or partially to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the last-mentioned event or cause as hereafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

16. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement by any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

17. ASSIGNMENT - DELEGATION No right or interest in this contract shall be assigned or delegated by either party without the written permission of the other party. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. WAIVER No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver of renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. MODIFICATIONS This contract can be modified or rescinded only by a writing signed by both of the parties to the contract or their authorized representatives.

20. INTERPRETATION - PAROL EVIDENCE This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties, and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition in the Code is to control.

21. APPLICABLE LAW This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

22. ADVERTISING Seller shall not advertise or publish without Buyer’s prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

23. RIGHT TO ASSURANCE Whenever one party to this contract in good faith has reason to question the other party’s intent to perform he may demand of the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

24. VENUE Both parties agree that venue or any litigation arising from this contract shall lie in Lubbock County, Texas.

25. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS No officer or employee of the county shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, direct or indirect, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section with the knowledge expressed or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Lubbock County.

STANDARD PURCHASE TERMS AND CONDITIONS

PURCHASING DEPARTMENT - LUBBOCK COUNTY, TEXAS