

TERMS AND CONDITIONS

ALL ORDERS FOR PURCHASES ("PURCHASE ORDERS") ISSUED BY STATE BAR OF CALIFORNIA, INCLUDING ORDERS APPEARING ON THE REVERSE SIDE, IF ANY, AND ANY SUBSEQUENT ORDERS, INCLUDING ORDERS COMMUNICATED VERBALLY, IN WRITING, OR TRANSMITTED ELECTRONICALLY VIA COMPUTER OR BY FACSIMILE OR BY ANY OTHER MEANS, SHALL BE GOVERNED BY THE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") BELOW AS APPLICABLE FOR THE PROVISION OF GOODS OR SERVICES OR GOODS AND SERVICES (COLLECTIVELY REFERRED TO HEREINAFTER AS "GOODS AND/OR SERVICES").

1. **PURCHASE ORDER NUMBER:** PURCHASE ORDER Number assigned by State Bar must appear on all packing lists and invoices.

2. **INVOICES:** Vendor shall render separate invoices in duplicate, priced and extended, with applicable taxes separately shown, immediately following each and every shipment of goods and/or rendition of services. Invoices shall be directed to "Accounts Payable" of State Bar.

3. **SHIPMENT AND DELIVERY; PERFORMANCE OF SERVICES:** If any PURCHASE ORDER requires Vendor to ship goods, and the goods are not shipped in accordance with State Bar's direction and the instructions set out in the PURCHASE ORDER, Vendor shall pay to State Bar any excess cost resulting therefrom. In providing the goods and/or services required under this PURCHASE ORDER, time shall be of the essence.

4. **PAYMENT:** Unless otherwise agreed, invoices shall be paid within 30 days of receipt.

5. **PRICE:** If price is not stated in the PURCHASE ORDER, the goods and/or services provided shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. In the event Vendor reduces its prices while any PURCHASE ORDER is pending, Vendor agrees to reduce the price of such pending PURCHASE ORDER correspondingly. Vendor warrants that prices shall be complete and shall include charges, if any, for shipping, taxes, insurance and installation.

6. **PATENT, SERVICE MARK, TRADEMARK AND COPYRIGHT:** Vendor expressly warrants that the goods and/or services delivered hereunder will not infringe any domestic or foreign patents, service marks, trademarks or copyright rights and agrees to indemnify and hold State Bar, its agents, employees, and officers, harmless from any expense, loss, cost, damage or liability, including attorneys' fees or costs, which may be incurred on account of infringement of such rights, and to defend, at Vendor's own expense, any action or claim in which such infringement is alleged, provided that Vendor is notified of such action or claims against State Bar. State Bar may be represented by and actively participate through its own counsel in any such suit or proceeding, if it so desires, and the cost of such representation shall be paid by Vendor. All creations resulting from Vendor's performance shall be owned exclusively by State Bar as a "work made for hire."

7. **TERMINATION:** State Bar may terminate the PURCHASE ORDER for its sole convenience, or for any other reason, in whole or in part, by verbal or written notice, including via facsimile or computer electronic transmission, at any time. If the PURCHASE ORDER is terminated for convenience, any claim of Vendor shall be settled on the basis of reasonable costs incurred in the performance of the PURCHASE ORDER. Vendor shall not be paid for any work done after receipt of notice of termination nor for any costs incurred by Vendor's suppliers or subcontractors which Vendor could have reasonably avoided.

8. **QUALITY:** Vendor expressly warrants that all goods and services furnished under any PURCHASE ORDER will conform to the specifications, drawings, samples or other description furnished or adopted by State Bar, and will be of good material and workmanship, free from defects, merchantable, fit and sufficient for the purpose intended. If the PURCHASE ORDER requires that Vendor render services, such services shall be performed with the degree of care, skill and diligence currently recognized as standard for the industry of Vendor's profession.

9. **SAFETY AND HEALTH; HAZARDOUS MATERIALS:** All goods and services, including any hazardous materials, provided by Vendor shall comply with the Occupational Safety and Health Act of 1970, and as amended, and all applicable federal, state and local laws, regulations and standards relating to health and safety.

10. **INSPECTION AND ACCEPTANCE:** State Bar may conduct an inspection at any time after receipt of goods and/or services. Vendor expressly waives any right to be relieved of its obligation to cure, correct or replace defective goods or workmanship, or to refund amounts paid by State Bar for defective goods and/or services, based upon any failure of State Bar to inspect the goods or workmanship within a reasonable period of time. Acceptance of the goods or workmanship by State Bar shall not release Vendor from any of its obligations and warranties hereunder. In no event shall payment be deemed to constitute acceptance.

11. **DEFECTIVE GOODS AND/OR SERVICES:** If any of the goods and/or services are non-conforming or fail to meet the warranties and requirements contained in Paragraphs 6, 8 or 9, Vendor, upon notice thereof from State Bar, shall promptly correct or replace the same at Vendor's expense. If Vendor shall fail to do so, State Bar may cancel any PURCHASE ORDER, including any remaining balance thereof, and Vendor shall promptly refund to State Bar any payment made by State Bar for such goods and/or services. After notice to Vendor, any goods will be held at Vendor's risk. State Bar may return such goods to Vendor at Vendor's risk, and all transportation charges, both to and from the original destination, shall be paid by Vendor. The remedies provided herein to State Bar shall be in addition to any other remedies that State Bar may have under the TERMS AND CONDITIONS or existing law.

12. **INDEMNITY:** Vendor shall indemnify, defend and hold State Bar harmless from and against all damages, liability, claims, losses and expenses, including attorneys' fees and costs, arising out of, or resulting from, any defect in the goods and/or services purchased under any PURCHASE ORDER or from any act or omission of Vendor, its agents, employees or subcontractors.

13. **INSURANCE:** All Vendors shall maintain comprehensive business automobile liability insurance, including owned, non-owned, leased and hired vehicles, with at least

\$500,000 combined single limit and workers' compensation and employer's liability coverage. Vendors of goods shall maintain commercial general liability insurance with a minimum general aggregate limit of \$500,000. Vendors of services or of goods and services shall maintain commercial general liability insurance with a minimum general aggregate limit of \$1,000,000. At the discretion of State Bar as to necessity for, coverage and amount, Vendors of goods or of goods and services may be required to maintain umbrella liability coverage and Vendors of services or of goods and services may be required to maintain professional liability insurance. All insurance required shall be issued by insurance companies acceptable to State Bar. If requested by State Bar, Vendor shall submit certificates of insurance evidencing Vendor's coverage and providing for 30 days prior written notice to State Bar of any cancellation or material change in the terms of the policy.

14. **INDEPENDENT CONTRACTOR STATUS:** Vendor is, at all times, an independent contractor, and is not the agent, employee, joint venturer or partner of State Bar. Vendor undertakes sole responsibility for its employees and has exclusive liability for the payment of federal, state and local taxes and contributions therefor.

15. **CONFIDENTIALITY; ADVERTISING:** Vendor shall consider all information furnished by State Bar to be confidential and shall not disclose any such information to any person, or use such information for any purpose other than in connection with fulfilling its obligations under the PURCHASE ORDER. Vendor shall not advertise or publish the fact that State Bar has contracted with Vendor without State Bar's written consent.

16. **APPLICABLE LAWS:** Vendor shall comply with all applicable federal, state and local laws, regulations, rules and ordinances and agrees upon request, to furnish State Bar a certificate to such effect and in such form as State Bar may from time to time require.

17. **VENDOR'S ACCEPTANCE:** Acceptance by Vendor of any PURCHASE ORDER is limited to the provisions set forth therein and to the TERMS AND CONDITIONS. Any additional or non-identical provisions in Vendor's acceptance are deemed objected to and are not valid.

18. **CHANGES/MODIFICATIONS:** No changes or modifications in the TERMS AND CONDITIONS shall be valid except upon State Bar's written authority. State Bar may make changes or modifications in the provisions of any PURCHASE ORDER and such changes or modifications must be authorized by State Bar in writing, except as provided in the next sentence. State Bar reserves the right to make changes or modifications in the provisions of any PURCHASE ORDER without a written authorization provided that, such changes or modifications do not cause the price of the PURCHASE ORDER to increase or decrease in excess of \$100, or cause a change in the delivery date of the goods and/or services.

19. **NON-WAIVER; ENTIRE CONTRACT:** State Bar's failure to insist on performance of any of the TERMS AND CONDITIONS or the provisions of the PURCHASE ORDER, or to exercise any right granted thereunder, or State Bar's waiver of any breach by Vendor shall not, thereafter, be deemed a waiver of any right of State Bar. The provisions set forth in any PURCHASE ORDER, together with the TERMS AND CONDITIONS, constitute the final and entire contract, superseding all other written or oral agreements, express or implied.

20. **ASSIGNMENT:** Vendor shall not assign or transfer the PURCHASE ORDER or any interest therein or monies payable thereunder without the written consent of State Bar, and any assignment made without such consent shall be null and void.

21. **REMEDIES:** No remedy herein provided shall be deemed exclusive of any other remedy allowed by law. State Bar shall be entitled at all times to set off any amount owing at any time from State Bar to Vendor in connection with any defective or nonconforming goods, workmanship or services provided by Vendor, or any other claim against Vendor that State Bar may have under the TERMS AND CONDITIONS herein.

22. **GOVERNING LAW; SEVERABILITY:** The TERMS AND CONDITIONS and the provisions of any PURCHASE ORDER shall be construed according to the laws of the State of California. If any provision of the TERMS AND CONDITIONS or of any PURCHASE ORDER is held to be invalid or unenforceable, that provision shall be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity or unenforceability of one provision shall not affect any other provision of the TERMS AND CONDITIONS or of any PURCHASE ORDER.

23. **FORCE MAJEURE:** State Bar shall not be held responsible for acceptance of all or any part of the goods and/or services tendered by Vendor in the event of government action, statute, ordinance or regulation, civil disorder, strike or other labor trouble or the probability of strike or other labor trouble, acts of God, fire or other incidents or emergencies outside of State Bar's control which shall make such acceptance impossible, illegal or impractical.

24. **ANTI-DISCRIMINATION; EQUAL OPPORTUNITY:** It is the policy of the State Bar that in connection with all purchasing of goods and/or services that there will be no discrimination against anyone engaged in providing goods and/or services because of race, color, ancestry, gender, sexual orientation, national origin, age, medical condition, disability or religious creed and, therefore, as a condition of contracting with State Bar, Vendor agrees to comply with all applicable laws relating thereto. State Bar also promotes equal opportunity for minority and women-owned businesses in its contracting and procurement.

25. **TERM:** These TERMS AND CONDITIONS shall be valid and enforceable as to any PURCHASE ORDER issued by State Bar until such TERMS AND CONDITIONS are revoked in writing by State Bar.