MICHIGAN STATE

RETRANSMISSION OF PURCHASE ORDER

PO Number: 382256 Contract Mgr: Wallace, Jan
Phone: 517-884-6172

| Supplier 100527 SYNQOR INC ATTN: CSR 155 SWANSON RD BOXBOROUGH MA 01719-1316 | | | Shipping Address UNIVERSITY STORES ANGELL BLDG 166 SERVICE RD EAST LANSING, MI 48824 | |
|--|-------------|--|--|--|
| Shipping Terms SHIP COLLECT - VENDOR LOCATION Delivery Required By 09-07-2017 | | | Payment Terms Net 30 Days | |
| Order Date 09-25-2017 | Customer # | | Billing Address MSU | |
| Delivery Instructions | Contract ID | | Accounts Payable Department 166 Service Rd. Rm 103 East Lansing, MI 48824 517-353-2011 Invoice status inquiry: E-mailing Invoices: http://usd.msu.edu/accounts-payable/e-mailing-invoices/index.html | |

Supplier Note(s)

PLEASE CONFIRM RECEIPT OF THIS ORDER TO: wallac12@msu.edu

BE SURE TO INCLUDE PO NUMBER ON INVOICE

Supplier Stipulations and Information

This purchase is being made with United States Federal Government funding. The supplier agrees to comply with the Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) as provided and available at http://usd.msu.edu/purchasing/policies-procedures/federal-procurement/index.html.

This order is being issued using funding from a federal contract or grant. Through acceptance of this order, the supplier agrees to all requirements of Executive Order 11246, available at http://www.dol.gov/ofccp/regs/statutes/eo11246.htm

Ship FedEx Ground - Collect/Bill Recipient - Charge Account 048900976: PO number and account number MUST APPEAR on the waybill.

Failure to comply with these shipping instructions will result in any cost differential being deducted from your invoice, or non-payment of entire shipping charges. Any changes to these shipping instructions must be authorized, in writing, by the Contract Manager only, on this Purchase Order prior to shipment.

All MSU terms that appear on this Purchase Order are deemed removed and replaced by the SynQor's Terms and Conditions of Sale – Commercial Product.

Purchaser accepts SynQor's terms and conditions of sale which shall apply exclusively to this order. Such terms are set forth on SynQor's website: http://www.synqor.com/Company-SalesTsAndCs.html.

| Item No. | Quantity | UOM | Description | Unit Cost | Extended Cost |
|-------------|----------|-----|--|-----------|---------------|
| 1 | 24.00 | EA | IQ65033QMA10SNF-G - ATCA Power Entry Module | 111.2800 | \$2,670.72 |
| 2 | 45.00 | EA | PQ60120QEA25NNS-G - Quarter-Brick DCDC Converter | 117.4900 | \$5,287.05 |
| | | | | | |
| | | | Total order amount: | | \$7,957.77 |

¹ Add no charge for boxing or cartage unless otherwise specified. Whenever applicable, packaging that requires loose fill (packaging peanuts) should consist of cornstarch packaging peanuts instead of polystyrene packaging peanuts. When this situation is not applicable because of conditions regarding product safety, moisture, or static, recycled polystyrene peanuts (70 - 100% post-consumer content) should be used over virgin polystyrene packaging peanuts.



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- 2 If shipment is made by another firm, it must be identified with the above purchase order number.
- 3 The vendor shall not use Michigan State University's name or symbols in any advertising or other promotion of its products, unless otherwise licensed.
- 4 Do not substitute or make any alterations to this order without proper authorization from the Purchasing Department.
- 5 The vendor certifies that their company directors and/or principal officers are not employed or affiliated with Michigan State University.
- 6 Acknowledge promptly if you are unable to meet the delivery required by date listed above.
- 7 Shipments are subject to our inspection, prior payment not with standing.
- 8 Governing Law, Construction and Venue: This order shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions asserted against Board of Trustees of Michigan State University shall be brought in the Michigan Court of Claims.
- 9 TO ENSURE PROMPT PAYMENT, CONFIGURE INVOICES TO MATCH PURCHASE ORDERS EXACTLY.
- 10 Nondiscrimination. Seller warrants that Seller is an equal opportunity employer and that, during the performance of this Agreement, it will comply with Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, and the respective regulations thereunder, and the Michigan Civil Rights Act of 1976. Pursuant to Section 209 of the Michigan Elliot-Larsen Civil Rights Act and Section 209 of the Michigan Persons with Disabilities Civil Rights Act, in filling this order, the Seller and its contractor(s) agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of age, color, familial status, height, marital status, national origin, race, religion, sex, weight, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. If applicable, this Seller and any subcontractor shall abide by the requirements of 41 CFR sections 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulation require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability.
- 11 Effective as of August 15, 2016, MSU is a smoke and tobacco-free campus. MSU's smoke and tobacco-free policy and ordinance apply to all events and all persons working or visiting MSU property and/or facilities. Smoking and the use of use of all tobacco related products in any forms is prohibited on MSU property. Additional information can be found at http://tobaccofree.msu.edu/
- 12 Criminal Background Checks; Seller may be required to perform criminal background checks of its personnel working on MSU's campus pursuant to applicable MSU background check policies. In such circumstances, the University reserves the right to audit compliance with the policy requirements and may require documentation of compliance from seller. Seller agrees to provide documentation of compliance with criminal background check requirements upon request from the University within a reasonable time period, not to exceed fifteen business days. The Manual of Business Procedures, Section 270, has been updated to include this policy. You can view the full policy on the University Services Website at https://usd.msu.edu/common/documents/criminal-back-ground-check.pdf

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Kimberly Watson
Director of University Services
MICHIGAN STATE UNIVERSITY
PURCHASING DEPARTMENT