

any samples furnished by Supplier, and applicable law. All applicable UCC warranties, express and implied, are incorporated herein.

10. **TAXES:** No price bid should include taxes. Any applicable taxes to be charged should be separately entered on the bid form where indicated.
11. **INDEMNIFICATION AND INSURANCE:** Supplier assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including but not limited to death) and/or damage to or destruction of property sustained or alleged to have been sustained in connection with or arising out of (a) any materials, services and workmanship furnished by Supplier or (b) any act or failure to act of Supplier, its agents, employees, subcontractors or consultants. Supplier shall indemnify and hold harmless New Mexico Tech, its regents, officers, agents and employees from any and all liability for such losses, expenses, damages, demands and claims, shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury (including death and/or damage or destruction of property, and shall pay all damages, costs and expenses, including but not limited to attorneys fees, in connection with or resulting from such suit or action. In any event, New Mexico Tech's liability shall always be subject to the limitations of the New Mexico Tort Claims Act.

Supplier agrees that it and its subcontractors will maintain (a) public liability and property damage insurance in adequate amounts covering all of its potential obligations and liabilities pursuant to this Paragraph 11 and (b) workers' compensation coverage covering all employees performing any duties relating to this order.

deemed to have accepted the proposed modifications. In no event shall New Mexico Tech be liable for any financial or other penalty on account of any termination or modification of this Agreement as a result of insufficient funds, appropriations or authorizations.

16. **TITLE AND DELIVERY:** Title to and risk of loss of materials and workmanship furnished hereunder shall pass to New Mexico Tech at the F.O.B. point specified in the purchase order, subject to the rights of New Mexico Tech to reject or refuse to receive or retain upon inspection. Payment for materials or workmanship prior to inspection shall not constitute acceptance and is without prejudice to any and all rights of New Mexico Tech. For any exception to the delivery date(s) specified, Supplier shall give prior notification and obtain written approval from the Purchasing Agent. Time is of the essence and the order is subject to termination for failure to deliver on time.
16. **RELEASE OF INFORMATION:** Supplier shall not publish, distribute or use any information developed under or about the existence of this transaction or use the name(s), logo(s) or trademark(s) of New Mexico Tech or any of its divisions or affiliates for the purpose of advertising, making a news release, creating a business reference, creating website content, or for any other purpose, without the prior written approval of the Chief Procurement Officer.
17. **E-VERIFICATION:** The Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a) requires the employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices. Submission of the information required is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986. More information regarding the employment requirements can be found at the following website: <http://www.uscis.gov/files/form/i-9.pdf>

NMT E-Verify Company ID Number is 165512

SPECIAL CONDITIONS OF QUOTE OR T~~3~~.CD

