

WTAMU IS AN EQUAL OPPORTUNITY EMPLOYER

The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by WTMAU and the contractor to attempt to resolve all disputes arising under this contract.

This purchase order agreement for goods and services incorporates by reference the equal employment opportunity clause provisions of Executive Order 11246, as amended; Section 5033 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and all implementing regulations and relevant orders of the U.S. Secretary of Labor.

### TEXAS SALES AND USE TAX EXEMPTION CERTIFICATE

WEST TEXAS A&M UNIVERSITY  
WTAMU BOX 61001  
CANYON, TEXAS 79016-0001  
806.651.2105 • 806.651.2109 FAX

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

Purchaser claims this exemption for the following reason:  
Higher Education Agency of the State of Texas

I understand that I will be liable for payment of sales of use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise and Use Tax Act; Municipal Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

Vendor represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this purchase order (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule 206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then the Agency may terminate this Agreement and vendor will refund to the Agency all amounts the Agency has paid under this purchase order within thirty (30) days after the termination date.