

## **GSA Terms & Conditions**

Relevant terms and conditions of Pharad, LLC's GSA Contract include:

**SCHEDULE TITLE:**

Federal Supply Schedule 070 – General Purpose Commercial Information  
Technology Equipment, Software and Services

**CONTRACT NUMBER:**

GS35F0290Y

**CONTRACT PERIOD:**

March 27, 2012 – March 26, 2017

**CONTRACTOR:**

Pharad, LLC  
797 Cromwell Park Dr., Ste. V  
Glen Burnie, MD 21061  
410-590-3333 (p)  
410-590-3555 (f)  
<http://www.pharad.com>

**CONTRACTOR'S ADMINISTRATION SOURCE:**

Laura Sparks, Marketing and Sales Associate  
410-590-3333 x215  
[LSparks@pharad.com](mailto:LSparks@pharad.com)

**BUSINESS SIZE:**

Small

## **Customer Information**

### **1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINS)**

<b>SIN</b>	<b>Description</b>
132-08	Purchase of New Equipment
132-12	Equipment Maintenance

### **2. MAXIMUM ORDER:**

\$500,000.00

### **3. MINIMUM ORDER:**

\$100.00

### **4. GEOGRAPHIC COVERAGE (DELIVERY AREA):**

Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities.

### **5. POINTS OF PRODUCTION:**

Glen Burnie, MD USA

### **6. DISCOUNT FROM LIST PRICE:**

See GSA Pricelist

### **7. QUANTITY DISCOUNTS:**

See GSA Pricelist

### **8. PROMPT PAYMENT DISCOUNT:**

None

### **9. GOVERNMENT COMMERCIAL CREDIT CARD:**

Government Commercial Credit Cards are accepted below or above the micro-purchase threshold.

### **10. FOREIGN ITEMS:**

None

### **11. DELIVERY TERMS**

#### **TIME OF DELIVERY:**

30-180 days after receipt of the order (ARO). See specific item for specific terms.

**EXPEDITED DELIVERY:**

N/A

**OVERNIGHT AND 2-DAY DELIVERY:**

N/A

**URGENT DELIVERY:**

N/A

**12. FOB POINT:**

Delivery terms are FOB Destination for the 48 contiguous states, DC, AK, HI & PR; plus worldwide via Military Mail.

**13. PLACE ORDERS AT THE FOLLOWING ADDRESSES OR NUMBERS:**

Same as Contractor's Address

**14. PAYMENT ADDRESS:**

Same as Contractor's Address

**15. WARRANTY PROVISIONS:**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

The following Standard commercial warranty shall apply to any Buyer's order accepted by Pharad, LLC (hereinafter "Seller").

Seller warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by Seller shall be free from defects in material and workmanship, and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply.

Seller's obligations set forth below shall apply only to failures to meet the above warranties occurring within one (1) year from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence.

If any Equipment fails to meet the foregoing warranties, Seller shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Seller's factory any necessary repaired or replacement parts, or (iii) by replacing the failed Equipment with equivalent new or refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Seller's

reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period. To be eligible for no-charge labor, service must be performed at a Seller factory.

Seller's obligations shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified, or (iv) is not properly stored, installed, used, maintained or repaired, or (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.

The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied, or statutory.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:  
797 Cromwell Park Dr; Suite V; Glen Burnie, MD 21061

**16. EXPORT PACKING CHARGES:**

N/A

**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**

None

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:**

See Warranty

**19. TERMS AND CONDITIONS OF INSTALLATION:**

N/A

**20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES:**

N/A

**TERMS AND CONDITIONS FOR ANY OTHER SERVICE:**

N/A

**21. LIST OF SERVICE AND DISTRIBUTION POINTS:**

N/A

**22. LIST OF PARTICIPATING DEALERS:**

N/A

**23. PREVENTATIVE MAINTENANCE:**

N/A

**24. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES: N/A**

**SECTION 508 COMPLIANCE:**

See <http://www.pharad.com/accessibility.html>

**25. DUNS NUMBER IS:**

137352246

**26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:**

Registration valid.