

About: Requisition 55138908

Thanks for getting back.

This is interesting. So, three things:

1. I wish that when this sort of problem arises, that there was some way that I could be kept in the loop. Or Geoff could be in the loop and I would rag on him if he didn't keep me informed.

2. This is a tiny order -- basically for software with a few tangibles on the side, but mostly software. The risks posed by the terms in paragraph 1 are entirely acceptable. Streakwave is a trans-shipper of goods made by supplier companies. They provide minimal services and no applications assistance -- and that is the way we want it. If we found a high touch supplier, we'd expect applications help and to pay a higher price. It seems reasonable that a low touch trans-shipper would have these kind of "no backsies" terms. What this paragraph is really saying (but doesn't actually say) is that my recourse is back to the manufacturer. That requires me to know something about whose product we're buying. I am confident that I can get metageek to make good on any problems we might encounter without involving streakwave.

BUT -- if you keep reading past bullet 1, you get to #11 and indemnification. I think that's a real problem in the general case. So here's an example:

Streakwave sells antenna mounts. If a mount is defective, something big and heavy could fall and injure someone. That "someone" would be a third party. Perhaps the mount was used in a manner contrary to its instructions. Then the liability would go to the installer. But it is possible that the mounting instructions were not correct or not clear. Then liability would go to the manufacturer. But what if another customer had brought the flaw to Streakwave's attention and they had failed to act? Streakwave is asking us to cover liability arising from their negligence. That does not make me happy.

But we're not buying antenna mounts today. Like I said, this is a tiny order with tiny risk. And agreeing to these terms today does not compel us to agree with them on a more consequential order. So we have arrived at ***the law of inverse oversight***.

3. The **real risk** is that we will run into a wifi problem and won't have the tools we need to dig through it. This is not what I would have done if I'd been brought in two weeks ago, but I think it's fine to drop the extra money to navigate around this.

thx
