

**CANAVERAL PORT AUTHORITY
PURCHASE ORDER TERMS AND CONDITIONS**

The following terms and conditions are applicable to this order entered into by and between the Canaveral Port Authority (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS No modifications of this order shall be binding upon Buyer unless approved in writing by Buyer or authorized representative of Buyer. Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at Seller's expense.

ASSIGNMENT Any assignment of this order, performance of work hereunder, in whole or in part, or monies due to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

TERMINATION Buyer reserves the right to terminate this order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of this order. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer.

F.O.B. In those cases where prices stated are not F.O.B. destination, Seller is required to prepay charges and list on invoice.

C.O.D. No C.O.D shipments will be accepted.

TERMS By accepting this order, the Seller agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with Buyer's policies and procedures.

INVOICING Seller must render an original invoice in duplicate to the Finance Department address stated on the front of this order.

TAX Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials.

ORDER NUMBER Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

COMPLIANCE

- A. The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinances rules and regulations that would apply to this order/contract.
- B. Seller shall comply, when applicable, with the provisions set forth by the "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327-330) as supplemented by U.S. Department of Labor (29 CFR Part 5).
- C. Seller shall provide access to pertinent records relative to order/contract for a period of three (3) years after the last receipt of payment is made under this order/contract, whichever occurs last.

INSPECTION All commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at Seller's expense.

LITIGATION VENUE The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in the 18th Judicial Circuit in and for Brevard County, Florida, and that all litigation between them in the federal courts shall take place in the U.S. District Court in and for the Middle District of Florida.

PAYMENT CHANGES Payments will only be made to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized Port Authority official.

ANTI-DISCRIMINATION Sellers doing business with Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age, with regard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training selection.

UNIFORM COMMERCIAL CODE The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and Buyer for any terms and conditions not specifically stated in this order.

LEGAL RESPONSIBILITY By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and local laws, statutes, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK Sellers shall save and hold harmless Buyer, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INSURANCE If the Seller is required to go on Port property to perform work or services, the Seller shall assume full responsibility and expense to obtain all necessary insurance as required by the Port Authority.

INDEMNIFICATION To the extent authorized by law, Seller shall indemnify, save and hold harmless Buyer, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontracts or assignees pursuant to the terms of this order.

OCCUPATION SAFETY AND HEALTH Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

REPRESENTATIVES All parties to the order agree that the representatives' names herein are, in fact, bona fide and possess full and complete authority to bind said parties.

CONFIDENTIAL INFORMATION Florida law provides that agency records shall at all times be open for personal inspection by any person. *s.119.01, F.S.*, "The Public Records Law". Information and materials received by Buyer in connection with all Sellers' response shall be deemed to be public records subject to public inspection in accord with Chapter 119 F.S. However, Florida law provides for certain exemptions to its public records law. Therefore, if the Seller believes any of the information contained in his or her response is exempt from Florida's public records law, then the Seller must in his or her response, specifically identify the material which is deemed to be confidential or exempt and cite the legal authority for the exemption; otherwise, Buyer will treat all materials received as public records.

E- VERIFY All Sellers shall be advised that upon negotiations and subsequent contract execution (the "Contract"), the Buyer shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Buyer during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Buyer to perform work pursuant to the Contract between Buyer and the selected Seller.

ORDER OF PRECEDENCE If order is pursuant to a specific contract, solicitation or bid, the terms and conditions of that contract, solicitation or bid will supersede purchase order terms and conditions, but only when there is conflict between the two.