

GENERAL CONDITIONS

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The terms and conditions of this order must not be changed by the Vendor. If order is not acceptable, return to the Orlando-Orange County Expressway Authority's (herein after "Expressway") Procurement Director. Failure of a vendor awarded a Purchase Order to deliver according to the Purchase Order or to comply with any of terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All materials or services furnished on this order must be as specified and subject to Expressway inspection and approval within a reasonable time after delivery at destination. Variations in material or services from those specified in this order must not be made without written authority from the Buyer.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Buyer.

INDEMNITY

The Vendor hereby agrees to indemnify, defend and save harmless the Expressway, its officers, agents and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including Attorney fees for trial and appeal, or any kind and nature arising or growing out of or in anyway connected with the performance of this Agreement whether by act of omission of the Vendor, its agents, servants, employees or others, or because of or due to the mere existence of this Agreement between the parties.

PATENT/COPYRIGHT HOLD HARMLESS

The vendor shall pay all royalties and assume all cost arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor shall, at its own expense, hold harmless and defend the Expressway against any claim, suit or proceeding brought against the Expressway which is based upon claim whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Purchase Order, constitute an infringement of any patent or copyright of the United States. The Vendor shall pay all damages and cost awarded against the Expressway.

PACKING

Packages must be plainly marked with shipper's name and Purchase Order Number, charges are not allowed for boring or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F.O.B. Destination, Freight Pre-Paid and Allowed. The Expressway will pay no express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, **VENDOR IS TO PAY SHIPPING CHARGES AND ADD TO INVOICE.** Delivery must actually be effected within the time stated on Purchase Order, failing in which the Expressway reserves the right to cancel this order and purchase elsewhere. Delivers shall be made to Orlando-Orange County Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807, between 10:00 a.m. and 2:00 p.m., Monday through Friday inclusive, unless otherwise stated. In case of default by Vendor, the Expressway may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any additional cost occasioned thereby.

MATERIAL SAFETY DATA SHEET

The Vendor agrees to furnish the Expressway with a current Material Safety Date Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 442, Florida Statutes. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Orlando-Orange County Expressway Authority, Attn: Procurement Dept., 4974 ORL Tower Road, Orlando, FL. 32807

OSHA REQUIREMENT

The Vendor hereby guarantees the Expressway that all material, supplies and equipment as listed on the Purchase Order shall meet the requirements, specifications and standards as provided for under the U.S. Department of Labor Occupational Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

MISCELLANEOUS PROVISIONS

All disputes between the parties shall be resolved in accordance with the Expressway Policies and Procedures and the UCC. Issuance of Purchase Order and terms thereof are deemed to be under and shall be governed by, and construed according to the laws of the State of Florida.

Note: Any and all Special Conditions attached hereto which vary the General Conditions shall have precedence.

Instructions to Vendors

1. Mail invoices to: OOCEA, Accounts Payable, 4974 ORL Tower Rd., Orlando, FL. 32807
2. Acceptance of this order includes acceptance of all items, prices, delivery instructions, specifications and conditions stated.
3. Invoices and Packages must bear Purchase Order Number.
4. The Expressway assumes no responsibility for goods or services delivered without the authority of an executed Purchase Order.
5. Tax Exempt Certificate No.: 85-8012529470C-9
6. Invoice inquiries call 407-690-5000
7. W-9 must be on file before payment can be processed.
8. Payment will be made in accordance with F.S. 255.0705-255.078 "Florida Prompt Payment Act"