



TERMS AND CONDITIONS

1) **Implementation of Purchase Order.** Company engages Vendor and Vendor agrees to provide the materials and/or perform the services as specified herein in accordance with all applicable laws, rules, regulations, and the specifications, if any. Shipping materials and/or performing the services requested under this Purchase Order shall constitute acceptance of all terms and conditions.

2) **Termination.** Company may, upon written notice to Vendor, terminate this Purchase Order at any time and for any reason; provided, however, that any such termination by Company shall not relieve Company of its obligation to pay for services and materials provided by Vendor in accordance with the terms of the Purchase Order prior to termination.

3) **Payment.** Company shall not be liable to pay Vendor for any invoice involving materials or services furnished more than ninety (90) days prior to the date Company receives the invoice. All payments will be transmitted via the Automated Clearing House (ACH) network.

4) **Warranty.** Vendor warrants and guarantees the materials and services provided under this Purchase Order shall be free from all defects in design, construction and workmanship for a period of one (1) year from the date of acceptance by the Company. Vendor further warrants the materials shall be of the quality specified and be fit and appropriate for the purpose intended. If any such materials or services fail to meet the warranty set forth above, Vendor shall as promptly as practicable and at its expense, repair or replace the same.

5) **Confidentiality.** Vendor understands that this Purchase Order with Company creates a relationship of confidence and trust with respect to any information of a confidential or proprietary nature that may be disclosed to Vendor by Company or that relates to the business of Company ("Proprietary Information"). At all times, during the term of this Purchase Order and after termination, Vendor shall keep all Proprietary Information in confidence and trust, and Vendor shall not directly or indirectly use or disclose any of such Proprietary Information without the prior written consent of Company; provided, however, that any Proprietary Information required to be disclosed by law may be disclosed. Vendor shall communicate with other persons regarding the business of Company only as specifically authorized by Company and shall not disclose Vendor's relationship with Company except as expressly authorized by Company.

6) **Indemnity.** Vendor agrees to indemnify and hold Company, its agents, officers, and employees harmless from: a) any and all claims, suits or liability for injuries to property or persons, including death, on account of any breach of Vendor's obligations under this Purchase Order; b) any and all claims, suits or liability for any act or omission of Vendor or its officers, agents, employees and servants; c) any claim, damages or liability which shall or could be asserted by any employee of Vendor arising out of or connected with the materials and services furnished under this Purchase Order; and d) any and all claims, suits or liens for materials and services furnished hereunder by persons other than Vendor.

In no event shall Vendor or Company be liable under any theory of tort, contract, strict liability, or other legal or equitable theory for any lost profits, exemplary, punitive, incidental, special, anticipatory or consequential damages of any nature arising from or related to this Purchase Order.

7) **Assignment.** Vendors shall not assign this Purchase Order or any part thereof without the prior written consent of the Company.



8) **Severability.** If any term or provision of this Purchase Order shall be held invalid or unenforceable, the remainder of this Purchase Order shall not be affected thereby and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

9) **Governing Law.** The construction, interpretation, and performance of this Purchase Order shall be governed by the laws of the State of Florida, except for its rules with respect to the choice or conflict of laws.

10) **Entire Agreement.** This Purchase Order states the entire agreement between the parties; provided, however, that the terms and conditions of a prior written agreement in effect as of the date of this Purchase Order shall supersede any inconsistent terms and conditions of this Purchase Order.

11) **Equal Opportunity.** If this Purchase Order is related to any procurement by the Federal Government, then the parties hereby incorporate the requirements of 41 CFR §§ 60-1.4(a)(7), 60-250.5(a), and 60-741.5, if applicable.

12) **Code of Conduct.** Company fully expects that each of its vendors and contractors will comply with all applicable provisions of the Code of Conduct for G4S Suppliers ("the Code"). The Code may be attached to this Purchase Order and can be found at www.g4s.com.