1. GOVERNING PROVISIONS. All purchases of goods and/or services by the Greater Orlando Aviation Authority ("Purchaser") described on the face hereof shall be subject to these terms and conditions. If the terms and conditions of this purchase order do not vary from the terms and conditions of any applicable quotations, purchase orders, and/or contracts, Purchaser hereby objects to any additional or different terms contained on any of the seller's quotation, acknowledgment, invoice or other forms, or in any order or correspondence that vary from these terms and conditions. All contracts and agreements hereunder shall not be governed by the provisions attached hereto that vary from these terms and conditions. Such additional or differing terms (including, but not limited to, the seller's specific instructions, or return them to the seller for replacement, credit or refund, as Purchaser shall direct. Purchaser shall also have the right to cancel any order without liability to the seller or incur as the result of a breach of this warranty.

8. INDEMNIFICATION BY THE SELLER. The seller shall indemnify Purchaser, its members, officers, agents, employees, successors, assignees, and customers (whether direct or indirect) against any and all losses, damages and injuries (including attorneys’ fees and other costs of defending any action at trial and on appeal) which they, or any of them, may sustain or incur as a result of any claim of negligence, breach of warranty, bodily injury or death, strict liability in tort (including product liability), or any injury to real or personal property, or to the use, custody or control of such property, or to the person or to the use of such property or services furnished by the seller hereunder, or as a result of any claim that the goods furnished by the seller fail to conform to or comply with any federal, state or local laws, rules, or regulations, or any contract or specification, design or process for which such goods or services are to be used, or any claims or liabilities asserted against Purchaser or any third party as a result of the performance of seller's obligations under any contract or license, or if Purchaser shall have been furnished goods hereunder which are not conforming goods, and the seller shall be liable to Purchaser for any loss or damage resulting from the seller's failure to act so as to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation from the specified route of compliance with other shipping instructions, or improper description of the shipment in shipping documents shall be assumed by the seller. If seller ships based on a blanket purchase order, all packing lists shall reference the purchase order number. Any non-conformance or non-compliance of with the specifications on the face hereof, as supplemented by agreed prices and agreed extensions of time for delivery shall not be binding on Purchaser unless evidenced by a purchase order change notice issued and signed by Purchaser. No substitutions, changes or modifications of the ordered item shall be made without Purchaser's prior written approval. Purchaser shall have the right to cancel any order without liability to the seller or incur as a result of any breach of contract by seller.

10. PATENTS, TRADEMARKS AND COPYRIGHTS. The seller warrants that the use of goods furnished hereunder will not infringe or contribute to infringement of any patent, copyright, trademark, trade secret or other proprietary right or subject Purchaser or its customers (direct or indirect) to royalties in the United States or elsewhere, and shall indemnify, defend, and save harmless Purchaser, its members, officers, agents, employees, successors, assignees, and customers (whether direct or indirect) against any and all losses, damages and injuries (including attorneys’ fees and other costs of defending any action at trial and on appeal) which they, or any of them, may sustain or incur as a result of such a claim.

11. FAIR LABOR STANDARDS CERTIFICATE. The seller hereby certifies that all goods furnished hereunder shall have been produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof, and in accordance with all other applicable federal and state laws governing conditions of labor employed in the production of such goods.

12. NON-ASSIGNABILITY. The seller shall not assign, sub-contract or sublet the work to be done hereunder without the prior written consent of Purchaser, but any assignment, sub-contracting, subletting or delegation of any part of the work to be done hereunder shall not restrict the seller in the procurement of component parts or materials.
event the seller shall cease to exist or become insolvent or the subject of bankruptcy, receivership or insolvency proceedings or shall commit a material breach in the performance of any part of its obligation hereunder. The Authority shall have the right to retain any subcontractor, in including procurement of materials and retention of any subcontractor, including procurement of materials or leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The seller shall take such action with respect to any subcontract or procurement as the Purchaser or the FAA may direct as a means of enforcing such provisions the seller, for itself, its assignees and successors in interest agrees as a result of such direction, the seller may request the Purchaser to enter into such litigation to protect the interest of the Purchaser and, in addition, the seller may request the United States to enter into such litigation to protect the interests of the Authority. The seller assures the Purchaser that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status or handicap be excluded from participating in any activity conducted with or benefiting any public entity, for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of $25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

23. CHOICE OF LAW. This agreement shall be deemed to be made, construed and performed according to the laws of the State of Florida. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this agreement shall be brought only in a court of competent jurisdiction in Orange County, Florida.

24. NOTICES. All notices which either party is required or permitted to give shall be deemed to have been delivered if in writing and mailed via U.S. Certified Mail or by a nationally-recognized express delivery service. Notices to Purchaser shall be delivered to: Greater Orlando Aviation Authority, Attn: Executive Director, One Airport Boulevard, Orlando, Florida 32827-4399.

25. BOOKS AND RECORDS. Seller shall maintain complete and accurate books and records in a form consistent with good accounting practices of all matters relating to the performance of this agreement. Purchaser shall have the right to inspect such books and records upon reasonable notice for a period of three (3) years after the year to which such books and records pertain.

26. LIABILITY INSURANCE. If seller provides any service on Purchaser’s property and upon request of Purchaser, seller shall provide a certificate of insurance evidencing that seller has insurance against such losses and in such amounts as the Authority determines is appropriate considering the nature of the work to be performed.

27. MEMBER PROTECTION. No recourse under or upon any obligation, covenant or agreement contained in this agreement, or any other agreements or instruments, shall be available to the Authority, and any claim or demand made under or upon any obligation, covenant or agreement shall not be binding on or otherwise alter the rights of the Authority, except as specifically provided for in this agreement. Any owner, officer, employee, attorney or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this agreement, to any person or entity, including the Authority, Purchaser, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by Purchaser, is hereby expressly waived and released as a conditioned and in consideration of the execution of this agreement, and the consideration to be paid to purchaser pursuant to this agreement.

Revision date: 10/18/17