

SUPPLEMENTAL PURCHASE ORDER CONDITIONS

By accepting a University of South Florida ("USF") Purchase Order the Supplier agrees to the following terms and conditions. In the event of a conflict between these terms and an active agreement between the parties, the terms of the agreement shall control.

SUPPLIER'S RIGHTS TO PAYMENT

All Suppliers providing goods and services to USF shall submit invoices to USF to receive payment. USF shall issue the Supplier's payment within 30 days after receipt of an acceptable invoice, receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If payment is not made within 30 days, a separate interest penalty (established pursuant to Section 55.03 (1), Florida Statutes) on the unpaid balance will be paid upon Supplier's written request to USF providing said request is received by USF no later than 30 days from the date shown on the transaction. Interest of less than one (1) dollar will not be enforced.

Supplier is required to submit invoices in sufficient detail to allow for a proper pre-audit and post audit.

USF's Supplier ombudsman, whose duties include acting as an advocate for Suppliers who may be experiencing problems in obtaining timely payment(s) from USF may be contacted at 813-974-2481. Written inquiries and requests for interest penalty payments can be addressed to: USF Accounts Payables, 4202 E. Fowler Avenue SVC 1039, Tampa, FL 33620.

TRAVEL

Reimbursable travel expenses must be incurred in compliance with Florida Statute Chapter 112 and USF's Travel Manual, if applicable.

TAXES

USF is tax-exempt and therefore is not obligated to pay sales, use, and excise taxes. A copy of USF's Certificate of Exemption will be made available upon request. Supplier is responsible for applicable taxes.

PUBLIC RECORDS. CONFIDENTIALITY. CANCELLATION.

Notwithstanding any confidentiality obligations of USF, as an agency or subdivision of the State of Florida, University is subject to Chapter 119, Florida Statutes ("Florida Public Records Act"). As such, all associated materials and information meeting the definition of a public record may be subject to disclosure upon request where not made confidential and exempt by Florida law. University reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of public records pursuant to a public records request shall not be considered a breach of any confidentiality obligations. Supplier may be considered a contractor of a public agency as defined in § 119.0701(1)(b), and may be required by law to keep and maintain public records related to its services; provide copies of, or allow inspection of, such public records to USF upon request; and ensure that exempt or confidential and exempt records are not disclosed except as authorized by law. Upon completion of the Agreement or performance of the services, Supplier may transfer all public records related to the services to USF, at no cost to USF, or may keep such public records in accordance with the applicable state record retention requirements. If Supplier chooses to transfer such records to USF, Supplier shall destroy any duplicate records in its possession that are exempt or confidential and exempt from disclosure.

USF CANNOT PROVIDE LEGAL ADVICE TO SUPPLIER REGARDING ITS LEGAL DUTIES. HOWEVER, SUPPLIER MAY CONTACT USF'S CUSTODIAN OF PUBLIC RECORDS AT USFPURCHASING@USF.EDU OR 813- 974-2481 IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE SUPPLIER'S

DUTY TO PROVIDE AND MAINTAIN PUBLIC RECORDS RELATING TO THIS AGREEMENT.

USF may unilaterally cancel the purchase order and/or any agreement for Supplier's refusal to allow public access to all documents, papers, letters, or other material made or received by the Supplier in conjunction with the agreement, unless the records are exempt from s.24(a) of Article I of the State Constitution and s.119.07.

INDEMNIFICATION. LIABILITY. LIMITATION OF LIABILITY.

USF does not agree to be sued other than as provided by Florida law. Any indemnity obligations of USF shall not exceed the scope, provisions, and limits set forth in its limited waiver of sovereign immunity provided by Section 768.28, Florida Statutes. Except for its payment obligations in exchange for the goods and/or services provided by Supplier, USF's total aggregate liability shall not exceed the limits of its self-insurance coverage provided by Florida law.

Supplier shall be directly responsible to USF for all damages to USF resulting from Supplier's negligence or wrongful actions and shall indemnify, defend, and hold USF harmless from all third-party claims arising out of the negligence or wrongful actions of Supplier. For Suppliers that are governmental entities, this indemnity obligation shall be limited to the extent provided by applicable law.

INSURANCE

USF, as a public body corporate, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment or appointment by USF, and will provide its Certificate of Insurance upon request; USF is not required to obtain additional insurance for the purpose of the Purchase Order. Supplier shall have and maintain the types and amounts of insurance that, at minimum, will cover the Supplier's exposure in performing the services outlined in the Purchase Order, or executed agreement, and will name USF as an additional insured.

RELATIONSHIP OF THE PARTIES

Supplier is an independent contractor, and neither Supplier nor Supplier's employees agents or representatives shall be considered USF employees or agents. Supplier is retained by USF only for those purposes and to the extent outlined in the Purchase Order.

CONFLICT OF INTEREST

This purchase is subject to the provisions of Chapter 112, Florida Statutes. Suppliers must disclose the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Suppliers must also disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

e-VERIFY.

Supplier warrants that it is in compliance with the E-Verify requirements set forth in Section 448.095, Florida Statutes for all employees and contractors performing services for Supplier based in the United States and its territories, and will remain in compliance with such requirements throughout the term of the Agreement and any extensions or renewals thereof. USF may immediately terminate the Agreement upon notice to Supplier if USF has a good faith belief that Supplier is knowingly in breach of this warranty. In the event of such termination, USF shall only owe Supplier for the products and/or services delivered by the effective date of such termination and shall not owe any termination penalty or damages to Supplier whatsoever.

OCCUPATIONAL HEALTH AND SAFETY (TOXIC SUBSTANCES)

Supplier is responsible for and hereby agrees to comply with the Occupational Safety and Health Act (OSHA) and related or similar federal, state or local laws and regulations, as applicable.

EXPORT CONTROL

Supplier agrees to comply with all U.S. export control laws and regulations including but not limited to the International Traffic in Arms Regulations (ITAR),

22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC). USF will only take receipt of export-controlled material, items, articles, information, technical data, or source code by specific agreement with the Supplier. Supplier agrees, prior to providing or disclosing any material, item, article, information, technical data, or source code that is subject to export controls under federal law, to notify USF in writing that the material is export-controlled and identify the controls that apply, such as ECCN or US Munitions List category. Notification of intended release can be made to exportcontrol@usf.edu. USF reserves the right to decline receipt of controlled items or related technical data. The Supplier agrees to abide by any specific instructions for delivering controlled items to USF as instructed by USF prior to Delivery. The Supplier agrees that if it fails to notify USF that it is providing ITAR-controlled items, technical data or services, it shall defend, indemnify, and hold harmless USF from any liability for penalties, fines, legal costs (including cost to defend against criminal prosecution and costs to appeal administrative rulings, if any), or other fees or costs of any kind imposed against USF for any violation of export controls regarding the provided items, data or services.

LOBBYING

The expenditure of funds from Grants and Aids appropriations, for the purpose of lobbying the Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated Grants and Aids.

AFFIRMATIVE ACTION

As a condition of this purchase, and where applicable, the Supplier agrees to comply with: Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) which are incorporated herein by reference.

AVAILABILITY OF FUNDS

USF's performance and obligation to pay is contingent upon an annual appropriation by the State of Florida Legislature.

TERMINATION

Upon giving at least thirty (30) days written notice, or as may otherwise be provided in Contract terms, USF may terminate the purchase with no further obligation to Supplier other than to pay for goods received and/or services rendered and accepted in compliance with the Purchase Order prior to the date of termination. Further, if Supplier defaults under the Purchase Order and does not cure its default within fourteen (14) days after written notice thereof, USF may immediately terminate the Purchase Order.

NOTICE

Any notice to either party hereunder must be in writing and delivered by hand; through registered mail; or through electronic mail with a read receipt. If after three (3) documented attempts to contact the Supplier by electronic mail sent on different days over a period of ten (10) days are not acknowledged, this will be considered acceptance of the notice. It is the responsibility of the Supplier to maintain accurate and recent contact information through USF's Supplier Portal system.

CHANGES

Any changes to the Purchase Order shall be negotiated in advance by the Parties and agreed to in writing, and a Change Order shall be issued to the Supplier by USF.

DELIVERY

Supplier hereby agrees to on-time delivery passed on the timeline set forth in the Purchase Order. If the Purchase Order does not specify a delivery date or timeline, Supplier shall provide the goods/services as if time is of the essence. Changes, modifications, or any delay resulting from USF that prevents Supplier from achieving the Delivery Date shall not constitute a breach by Suppliers. If Supplier anticipates a delay in delivery, Supplier shall immediately notify USF. If Supplier fails to deliver the Goods by the Delivery Date not due to the fault of USF, or Supplier fails to deliver conforming Goods, USF may purchase substitute Goods elsewhere and charge Supplier for any additional expense incurred relating to the purchase of such substitute Goods. Supplier shall deliver all Goods in accordance with the terms of the Agreement. If delivery of the Goods is not

complete by the Delivery Date, USF may, without liability, and in addition to its other rights and remedies, terminate the Agreement, by notice effective when received by Supplier, as to Goods not yet delivered or rendered. Acceptance (as defined below) of any part shall not bind USF to Accept any future shipments nor deprive it of the right to return Goods already Accepted.

ACCEPTANCE

For purposes of these Terms, "Acceptance" means the point at which USF accepts or is deemed to accept the Deliverables. As a condition precedent to payment by USF to Supplier, the Deliverables shall be deemed to have been Accepted (i) in the absence of written notification of non-Acceptance by USF to Supplier within a reasonable period of time, or (ii) upon timely delivery of the Deliverables identified herein to the shipping address specified on the Purchase Order and the examination and confirmation that the Deliverables conform to their applicable specifications. USF retains the right to reject any non-conforming Deliverables and shall not be obligated to Accept any non-conforming Deliverables.

FAILURE TO PERFORM

Any failure of Supplier to perform obligations under the Purchase Order may be excused only for proven sickness or injury (if a sole individual is responsible for the performance of services), civil tumult or riot, epidemics, pandemics, acts of God, or other conditions beyond the control of the Supplier. Supplier or Supplier's agent must notify USF immediately of any reason which might result in Supplier's failure to meet Deliverables. USF reserves the right to approve/substitute any other Supplier in the event Supplier is not able to Deliver as agreed.

COMPLIANCE WITH LAWS

In the performance of the Purchase Order, Supplier shall, at its own expense, at all times, comply with all applicable federal, state and local laws, rules, and regulations, and ordinances and all other governmental requirements. Supplier warrants that Supplier has and will at all times maintain all permits, licenses, consents, and approvals necessary to perform its obligations hereunder.

GOVERNING LAW

The Purchase Order is governed by the laws of the State of Florida without regard to any conflicts of law principles. The venue for all actions or proceedings arising in connection with the Purchase Order shall be tried and litigated exclusively in the state courts located in Tampa, Florida. Unless, however, the Supplier is another public, state, or federal agency, in which case both USF and the Supplier agree to remain silent.

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