

**LUTHERAN SERVICES FLORIDA
PURCHASE ORDER TERMS AND CONDITIONS**

1. **AGREEMENT:** This Purchase Order Conditions (“Conditions”), including all attachments and documents incorporated herein and the related solicitation, constitutes the entire agreement between LSF and the vendor listed on the Purchase Order (“Vendor”) (collectively “parties”) with respect to its subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. These Conditions shall be accepted by the Vendor in any manner permitted by law or upon the first of the following to occur: the Vendor makes or signs any other form or letter of acknowledgment; any performance by the Vendor hereunder; or ten (10) days after the Vendor’s receipt of these Conditions.
2. **CONFLICT OF TERMS:** In the event of any conflict regarding Conditions terms and conditions, the order of precedence shall be: 1) the terms and conditions of these Conditions; 2) the terms and conditions included in a separate Conditions signed by LSF and the Vendor; 3) the Vendor’s terms and conditions. The Vendor may request, by submitting in writing, other terms and conditions which, if approved by LSF, may be added to these Conditions. No other terms or conditions will apply to these Conditions, including terms listed or referenced on the Vendor’s website or terms listed in the Vendor’s quotation/sales order, etc.
3. **MODIFICATION:** Any amendment or modification of these Conditions or additional obligation assumed by either Party in connection with these Conditions will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.
4. **DEBARMENT:** The Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction(s) arising from these Conditions by any governmental department or agency. If the Vendor cannot certify this statement, it shall attach a written explanation for review by LSF. The Vendor must notify the Procurement Manager at LSF within 30 days if the Vendor is debarred by any governmental entity during these Conditions period.
5. **LAWS AND REGULATIONS:** The Vendor and any and all supplies, services, equipment, and construction furnished under these Conditions shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
6. **COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS:** All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in these Conditions which will be obeyed by the Vendor.
7. **CONFLICT OF INTEREST:** The Vendor represents that none of its officers or employees are officers or employees of LSF, unless disclosure has been made.
8. **PATENTS, COPYRIGHTS, ETC.:** The Vendor shall release, indemnify and hold LSF and its officers, agents and employees harmless from liability of any kind or nature, including liability arising from the Vendor’s use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of these Conditions.
9. **INDEMNIFICATION:** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with these Conditions. This indemnification will survive the termination of these Conditions.
10. **FORCE MAJEURE:** Neither party to these Conditions will be responsible for delay or default caused by fire, riot, acts of God, pandemic, epidemic, or other world health emergency, and/or war which is beyond the party's reasonable control. LSF may terminate these Conditions after determining such delay or default may reasonably prevent successful performance of these Conditions.
11. **SEVERABILITY CLAUSE:** A declaration by any court of competent jurisdiction, or by any other binding legal source, that any provision of these Conditions is illegal and void shall not affect the legality and enforceability of any other provision of these Conditions, unless such provisions are mutually dependent.

12. **GOVERNING LAW AND JURISDICTION:** These Conditions shall be governed by the laws of the State of Florida. The parties will submit themselves and any dispute arising from these Conditions or any breach thereof to the jurisdiction of the courts of the State of Florida.
13. **TERMINATION:** These Conditions may be terminated, with cause, by either party, in advance of the specified termination date, upon written notice given by the other party. The party in violation will have ten (10) working days after notification to correct and cease the violations, after which these Conditions may be terminated for cause. These Conditions may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice given the other party. On termination of these Conditions, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **PRICING:** The prices charged to LSF are to be no higher than prices charged on orders placed by others for similar quantities or similar conditions subsequent to the Vendor's last general announced price change. The Vendor acknowledges that regardless of the price quoted or otherwise provided to LSF by the Vendor, the Vendor's price will be the lowest prevailing market price.
15. **INVOICING:** The Vendor will promptly submit invoices (within 30 days of shipment or delivery of services) to LSF. The LSF purchase order number shall be listed on all invoices and correspondence relating to a Conditions order. The prices paid by LSF will be those prices listed in these Conditions. LSF has the right to adjust or return any invoice reflecting incorrect pricing. Invoices must be submitted to accountspayable@lsfnet.org . Invoices will be paid on NET 30 terms.
16. **PAYMENT:** Invoices for Goods or Services received more than thirty (30) days after the completion of work or shipping of goods need not be considered for payment by LSF. Payments shall be made within 30 days following the date the commodities listed on this purchase order are delivered or otherwise provided to LSF or the date a correct invoice is received by LSF, whichever is later. All payments to the Vendor will be remitted by mail, electronic funds transfer, or LSF Purchasing Card (major credit card). In the event that these Conditions are terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Vendor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of Conditions on the part of the Vendor. The Vendor will not be reimbursed for any expenses incurred in connection with providing the Services of these Conditions.
17. **DELIVERY:** All orders will be shipped promptly in accordance with the delivery schedule. All shipments are to be made F.O.B. destination, freight prepaid, to the receiving point at LSF, unless otherwise indicated on the purchase order. A copy of a packing list must accompany each shipment. The LSF purchase order number shall be listed on all packing slips, freight tickets, manifests, and other related documents.
18. **INSPECTION OF GOODS:** Risk of loss or damage to goods shall be on the Vendor until they have been delivered to and accepted by LSF, notwithstanding any other terms contained herein. All goods will be received by LSF subject to its right of inspection and rejection. LSF shall be allowed a reasonable period of time not to be less than ten (10) days from its receipt of the goods to inspect them and to notify the Vendor of any non-conformance with the terms and conditions of these Conditions. LSF may reject any goods which do not conform to the terms and conditions of these Conditions. Goods so rejected may be returned to the Vendor or held by LSF at the Vendor's risk and expense. Any goods shipped in excess of the quantity specified in these Conditions will, at LSF option, be returned at the Vendor's expense.
19. **WARRANTY:** Warranties prescribed by law, the goods shall conform to any specifications, drawings, and other description furnished by LSF and shall be free from defects in materials and workmanship. The Vendor also warrants that, to the extent the goods are not manufactured in conformance with detailed designs furnished by LSF, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to LSF for a period of one year after delivery.
20. **SALES TAX EXEMPTION:** LSF is exempt from Florida Sales and Use Taxes. (#85-8012671926C-3.) Do not include taxes when submitting invoices. A Florida Sales and Use Tax Exemption Certificate will be furnished upon request. The Vendor is responsible for complying with all tax exemption requirements. The Vendor is responsible for payment of all tax obligations that arise from the Vendor's failure to comply with exemption requirements.
21. **INDEPENDENT CONTRACTOR:** The Vendor is an independent Contractor and shall have no authorization, express or implied, to bind LSF to any agreements, settlements, liability or undertaking whatsoever, and shall be responsible for the payment of all income tax and social security amounts resulting from payments received from LSF.
22. **ASSIGNMENT:** The Vendor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under these Conditions without the prior written consent of the Client.
23. **LEVEL II BACKGROUND SCREENING:** All Vendor staff that will come into direct contact with children must undergo

level II background screening and must adhere to all required screenings, at the Vendor's expense, or must be accompanied by an individual with such met requirements at all times.

24. **PERFORMANCE:** In the event that performance by the Vendor is unsatisfactory. Vendor will be notified within twenty-four (24) hours of the unsatisfactory job performed. Vendor will be given the opportunity to address and cure the unsatisfactory performance within twenty-four (24) hours. In the event that unsatisfactory performance continues beyond twenty-four (24) hours. Vendor will be charged an amount equal to one (1) day of payment for each day the performance remains uncured. This amount is calculated based on the individual center location's monthly rate. This amount will be withheld from the monthly payment owed for the individual center in which the unsatisfactory performance has taken place.
25. **NO EXCLUSIVITY:** The Parties acknowledge that these Conditions are non-exclusive and that either Party will be free, during and after the Term, to engage or Conditions with third parties for the provision of services similar to the Services.
26. **EQUIPMENT:** Except as otherwise provided in these Conditions, the Vendor will provide at the Vendor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.
27. **AUTONOMY:** Except as otherwise provided in these Conditions, the Vendor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Conditions. The Vendor will work autonomously and not at the direction of the Client. However, the Vendor will be responsive to the reasonable needs and concerns of the Client.
28. **RIGHT OF SUBSTITUTION:** Except as otherwise provided in these Conditions, the Vendor may, at the Vendor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Vendor under these Conditions and the Client will not hire or engage any third parties to assist with the provision of the Services.

In the event that the Vendor hires a sub-contractor:

- The Vendor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Vendor.
 - For the purposes of the indemnification clause of these Conditions, the sub-contractor is an agent of the Vendor.
29. **CAPACITY/INDEPENDENT CONDITIONSOR:** In providing the Services under these Conditions it is expressly agreed that the Vendor is acting as an independent contractor and not as an employee. The Vendor and the Client acknowledge that these Conditions does not create a partnership or joint venture between them and is exclusively a Conditions for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Vendor during the Term. The Vendor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Vendor under these Conditions.
30. **RETURN OF PROPERTY:** Upon the expiration or termination of these Conditions, the Vendor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client. In the event that these Conditions is terminated by the Client prior to completion of the Services the Vendor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Vendor or, where agreed between the Parties, to compensation in lieu of recovery.
31. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under these Conditions, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

The Vendor may not use the Intellectual Property for any purpose other than that Vendor for in these Conditions except with the written consent of the Client. The Vendor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

32. **CONFIDENTIALITY:** Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to,

accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Vendor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Vendor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of these Conditions.

All written and oral information and material disclosed or provided by the Client to the Vendor under these Conditions is Confidential Information regardless of whether it was provided before or after the date of these Conditions or how it was provided to the Vendor.

24. **CURRENCY:** Except as otherwise provided in these Conditions, all monetary amounts referred to in these Conditions are in USD (US Dollars).

25. **PRICE LOCK:** The prices offered by Vendor for materials, equipment, labor and all services as set forth in individual Purchase Orders shall not increase during the Term.

26. **FISCAL NON-FUNDING CLAUSE:** This agreement is subject to Government funding availability. In the event sufficient Government funds to fund this Agreement become reduced or unavailable, Lutheran Services Florida Inc. shall notify Vendor of such occurrence, and Lutheran Services Florida Inc. may terminate this Agreement, without penalty or expense to the Lutheran Services Florida Inc., upon no less than 60 days written notice to the Vendor. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, Lutheran Services Florida Inc. shall notify Vendor of such occurrence and Lutheran Services Florida Inc. may terminate this agreement without penalty or expense to Lutheran Services Florida Inc. upon no less than 60 days written notice to Vendor. Lutheran Services Florida Inc. shall make disbursements to the Vendor for appropriate expenditures incurred up to the effective date of the termination.