

TERMS AND CONDITIONS OF PURCHASE

1. GOVERNING PROVISIONS.

All purchases of goods ("Goods") and/or services ("Services") by the Greater Orlando Aviation Authority ("Purchaser") described in a Purchase Order (the "Purchase Order," "PO," "Order," or "Blanket Purchase Release") shall be subject to these terms and conditions (these "Terms"). If the Terms are unacceptable, the supplier named on the Purchase Order ("Supplier") shall return the Purchase Order to Purchaser. Purchaser does not agree to any additional or different terms contained in any of the Supplier's quotation, statement of work, acknowledgment, invoice, or in any other document or correspondence from the Supplier. Failure of Supplier to deliver in accordance with these Terms may disqualify Supplier from receiving future Orders from Purchaser. These Terms together with the specifications, prices, and delivery dates set forth in the Purchase Order and/or Blanket Purchase Order shall constitute the entire agreement (this "Agreement") between the parties on the subject of purchases by Purchaser from the Supplier, superseding all prior communications and negotiations. These Purchase Order terms, whether general or specific, shall take precedence over any attached statement of work or specifications developed by Purchaser. EACH SALE BY THE SUPPLIER TO THE PURCHASER SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. At all times, Supplier shall comply with all applicable, federal, state, and local law, regulations, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business. To the extent applicable, the terms of Florida Statutes 287.058(1) and (4) are incorporated herein.

2. INVOICES AND TIME FOR PAYMENT.

All invoices shall include detail sufficient for a proper audit. Purchaser shall pay the undisputed portion of a properly submitted invoice within forty-five days after receipt of Supplier's invoice. Unless otherwise specified on the Order, no payment will be made prior to receipt and acceptance of the Goods or Services. Without prejudice to any other right or remedy it may have, Purchaser reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Purchaser to Supplier.

3. CHANGES IN ORDERS.

Purchaser reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings and data incorporated in this Order where the items to be furnished are to be specially manufactured for the Purchaser, (b) methods of shipment or packing, (c) place of delivery, and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of an Order, an equitable adjustment shall be made in the price or delivery schedule, or both, or Purchaser may, at its option, cancel the Order pursuant to the Cancellation by Purchaser section hereof if agreement on an equitable adjustment cannot be reached. Any claim by the Supplier for adjustment under this paragraph shall be deemed waived unless asserted in writing within twenty (20) days from receipt by the Supplier of the change Order. Price increases or 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 except upon Purchaser's written authority.

4. DELIVERY, COVER, DELAY AND ANTICIPATION.

The Supplier shall deliver the Goods in the quantities and shall deliver the Goods and/or provide the Services, within the time, which is of the essence, in accordance with the specifications on the Purchase Order, any drawings or approved samples, and at the prices stated. All deliveries shall be made between 7:30 a.m. and 12:00 p.m., and between 12:30 p.m. and 3:30 p.m. Monday through Friday, except Purchaser-observed holidays. Refer to the Purchase Order for delivery contact information. Failure of the Supplier to comply with any delivery requirements shall entitle Purchaser, in addition to any other rights or remedies, to cancel any Order and be relieved of all liability for any undelivered portion. In the event of such failure, Purchaser shall also be entitled to effect cover by purchasing or agreeing to purchase Goods in substitution for those due from Supplier in the open market and recover from Supplier the difference between the cost of such cover and the contract price together with any incidental or consequential damages less any expenses saved in consequence of Supplier's breach. The purchase or agreement to purchase must be reasonable and effected without unreasonable delay. In the event that, for reasons beyond Purchaser's reasonable control, shipment is delayed beyond the last date on which shipment by the method contemplated herein would result in delivery guaranteed on or before the required delivery date herein, the Supplier shall make shipment by the most expeditious available method of transportation. Any additional cost of such method of shipment shall be borne by the Supplier. If shipment is delayed for any cause, the Supplier must report the same to Purchaser promptly. Failure of Purchaser to insist upon strict performance shall not constitute a waiver of any of the provisions of any Order or

waiver of any default. Any failure by Purchaser to exercise its rights or remedies with respect to any installment shall not be deemed to constitute a waiver with respect to subsequent installments. The Supplier shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Purchaser's delivery schedule. Items received in advance of Purchaser's delivery schedule may, at Purchaser's option, be returned at the Supplier's expense or be accepted and payment withheld until the scheduled delivery date.

5. SHIPPING, PACKING AND RISK OF LOSS.

The shipping terms for all Goods purchased hereunder are F.O.B. destination designated by Purchaser on the Purchase Order. If the Purchaser agrees in a separate writing that shipping is to be F.O.B. shipping point, Supplier shall pre-pay all shipping charges and add them to the invoice. Purchaser shall have the right to route all shipments. All Goods shall be suitably packed, plainly marked with Supplier's name and Purchaser's order number and shipped in accordance with shipping instructions specified herein and otherwise in accordance with the requirements of common carriers so as to obtain the lowest transportation cost. Packing slips must be included with all shipments showing Order number, part number and quantity; and the last copy must state "Order Completed." The Order number must be shown on each item, packing slip and invoice. No charge shall be made to Purchaser for boxing, packing, crating, carting, freight, or express delivery unless separately itemized on the Purchase Order. Regardless of shipping terms, all risk that the ordered Goods may be lost, damaged, or delayed in transit shall be upon the Supplier until conforming Goods have been actually received, inspected and accepted by Purchaser. The Supplier shall be liable to Purchaser for any loss or damage resulting from the Supplier's failure to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation from the specified route, noncompliance with other shipping instructions, or improper description of the shipment in shipping documents shall be assumed by the Supplier. If Supplier ships based on a Blanket Purchase Order, all packing lists shall reference the Order number, an itemized list and cost of materials delivered, and the total dollar amount of the delivery.

6. INSPECTION, ACCEPTANCE AND REJECTION AND PERFORMANCE DEFICIENCY.

All Goods purchased hereunder (and work-in-progress relating thereto) shall be subject to inspection and testing by Purchaser at any reasonable time and from time to time before, during or after manufacture and delivery. If any inspection or test is to be made on the premises of the Supplier, the Supplier without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. Notwithstanding prior inspections, all Goods are subject to final inspection and approval at Purchaser's facility or other place designated by Purchaser and, notwithstanding any payment that may be made, no Goods are deemed accepted until such final inspection and approval. Purchaser's inspection before, during or after manufacture and delivery shall not constitute a waiver of the right of subsequent rejection by reason of any undiscovered or latent defect. Purchaser may return rejected Goods at the Supplier's expense. If Purchaser rejects any portion of the Goods, Purchaser has the right, effective upon written notice to Supplier, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. The Supplier shall not replace Goods returned as defective unless so directed by Purchaser in writing. If so directed, Supplier shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Supplier the cost thereof.

Performance Deficiency. If the Purchaser determines that the performance of Services is unsatisfactory, it may notify the Supplier of the deficiency to be corrected, which correction shall be made within a time specified by the Purchaser. Supplier shall provide a corrective action plan describing how it will address all deficiencies. If the corrective action plan is unacceptable to the Purchaser, Supplier will be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until Supplier resolves the deficiency. If the deficiency is subsequently resolved, Supplier may invoice for the retained amount during the next billing period. If Supplier is unable to resolve the deficiency, the funds retained will be forfeited.

7. WARRANTIES, REMEDIES.

The Supplier warrants that the Goods to be furnished hereunder shall (a) be free and clear of all security interests, liens and encumbrances, good and merchantable title thereto being in the Supplier; (b) be free from any defects in design, material or workmanship (latent or otherwise) and of good and merchantable quality; (c) conform to Purchaser's specifications or the sample approved by Purchaser, and with representations with respect thereto previously made by the Supplier, to the extent any of the foregoing are applicable, as the case may be, and be fit for the use intended by Purchaser; and (d) comply and have been produced, processed, packaged, labeled, delivered and sold in conformity with all applicable federal, state or other laws, administrative regulations and Orders, including the Occupational Safety and Health Act of 1971 as amended from time to time. The Supplier warrants to Purchaser that it shall perform the Services using personnel of required skill, experience

and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

The foregoing warranties shall survive inspection, delivery, and payment, and shall run in favor of Purchaser, its successors and assigns and its customers, whether direct or indirect. The Supplier shall determine the particular purposes for which all Goods/Services purchased by Purchaser are required, and shall utilize its skill and judgment to select and furnish suitable Goods/Services; the Supplier acknowledges that Purchaser is relying on the Supplier to do so. The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Purchaser's discovery of the noncompliance of the Goods or Services with the foregoing warranties.

If any or all delivered Goods/Services are found to be unsatisfactory, defective or inferior in quality, or not to conform to Purchaser's specifications or any other requirements hereof (including the Supplier's warranties), Purchaser may, at its option and in addition to its other remedies, retain such Goods at an adjusted price, hold such Goods at the Supplier's risk and expense pending the Supplier's specific instructions, or return them to the Supplier for replacement, credit or refund, as Purchaser shall direct. Purchaser shall also have the right to cancel any unshipped portions of any Order. Supplier shall reimburse Purchaser for all of its costs and expenses in connection with the storage, handling, packing and/or transporting of any such defective or otherwise nonconforming Goods, and the Supplier shall assume all risk of loss or damage in transit to Goods returned by Purchaser pursuant hereto.

8. INDEMNIFICATION BY THE SUPPLIER.

To the extent permitted by law, the Supplier shall, indemnify and hold harmless Purchaser, its members, officers, agents, employees, successors, assigns, and customers (whether direct or indirect) (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") which they, or any of them, may sustain or incur as a result of any claim of negligence, willful misconduct, breach of warranty, bodily injury or death, strict liability in tort, breach of these Terms, or any other theory of law arising from or in connection with this Order, the Goods/Services furnished by the Supplier hereunder. This indemnity shall also apply arising from any claim that the Goods/Services furnished by the Supplier failed to conform to or comply with any federal, state or local laws, regulations or standards, or arising out of any construction, installation, Services or assembly provided by the Supplier under or in connection with any Order, or based upon the existence of this Purchase Order. Supplier shall not enter into any settlement without Purchaser's prior written consent.

9. PURCHASER'S DAMAGES.

The Supplier shall be responsible for any and all losses, liabilities, damages and expenses, including incidental and consequential damages, and including attorneys' fees and other costs of investigating, negotiating, remedying, or prosecuting an action for breach, which Purchaser may sustain or incur as a result of any breach of this Order by Supplier.

10. PATENTS, TRADEMARKS AND COPYRIGHTS.

The Supplier warrants that the sale or use of Goods/Services 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 successors and assigns and its customers (whether direct or indirect), against any and all losses, damages and expenses (including attorneys' fees and other costs of defending any infringement claim) which they, or any of them, may sustain or incur as the result of a breach of this warranty.

11. FAIR LABOR STANDARDS CERTIFICATE.

The Supplier 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 applicable state and federal laws and regulations governing general conditions for labor employed in the production of such Goods.

12. NON-ASSIGNABILITY.

The Supplier shall not assign, transfer, delegate, subcontract, or sublet the work to be done hereunder without the prior written consent of Purchaser, but this provision shall not restrict the Supplier in the procurement of component parts or materials. Supplier is fully responsible for satisfactory completion of all subcontracted work. Any purported assignment or delegation in violation of this Section shall be null and void.

Supplier and its employees, agents, representatives, and subcontractors are not employees or agents of the Purchaser. Purchaser shall not be bound by any acts or conduct of Supplier or its employees, agents, representatives, or subcontractors. Supplier agrees to include this provision in all of its subcontracts under this Order.

Purchaser may at any time assign or transfer any or all of its rights or obligations under this Agreement without Supplier's prior written consent.

13. CANCELLATION BY PURCHASER.

Purchaser shall have the right to cancel any Order without cause and Purchaser's liability for such cancellation shall be limited to the Supplier's reasonable, non-cancellable out-of-pocket cost for work and materials applicable solely to the cancelled Order which shall have been expended when notice of cancellation shall be received by the Supplier, reduced by the fair market resale value of such work-in-process. Supplier shall use all reasonable efforts to mitigate its costs upon receiving notice. Purchaser may, at its option, cancel any Order without liability to the Supplier (except for conforming shipments previously accepted by Purchaser) in the event the Supplier 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.

Cancellation for Cause. If the Purchaser determines that the performance of Supplier is not satisfactory, the Purchaser shall have the option of (a) immediately terminating the Order, or (b) notifying Supplier of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Purchaser. If Purchaser cancel an Order for cause, Supplier's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Purchaser prior to the termination.

14. INGREDIENTS DISCLOSURE, SPECIAL WARNINGS AND INSTRUCTIONS.

Prior to and with the shipment of Goods purchased hereunder, the Supplier agrees to furnish to Purchaser sufficient warning and notice in writing, including appropriate labels on Goods, containers and packaging of any hazardous material which is an ingredient or a part of any of the Goods, together with such special handling instructions as may be necessary to advise carriers, Purchaser and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods, containers and packaging shipped to Purchaser. If the Goods purchased hereunder are or contain hazardous chemicals or substances classified as toxic pursuant to Chapter 442, Florida Statutes, Supplier shall furnish the Purchaser with a current Material Safety Data Sheet ("MSDS") at the time of or before delivery of each and every such hazardous chemical or toxic substance together with all appropriate labels. Each MSDS shall be delivered to Greater Orlando Aviation Authority, Material Management / Central Warehouse, 5983 Cargo Road, Building 811, Orlando, Florida 32827.

15. OSHA.

Supplier guarantees to Purchaser that all materials, supplies, and equipment as listed on this 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 amended.

16. PURCHASER'S PROPERTY; TOOLS, DESIGN WORK, DRAWINGS, SPECIFICATIONS AND TECHNICAL INFORMATION.

Purchaser shall have no obligation to furnish or pay for any design work, drawings, tools or other equipment required for the performance of any Order; provided, however, that Purchaser may, at its option, purchase any such items especially required by the Supplier for any Order at the current value thereof on the Supplier's books for income tax purposes and any item so purchased shall be deemed furnished to Purchaser hereunder. Any design, drawing, specification, photograph, tool or other equipment or material or part or engineering and manufacturing information heretofore or hereafter furnished to the Supplier by Purchaser, or the cost of which shall have been paid by Purchaser or included in the aggregate price of any Order, whether or not separately itemized hereon, shall be and remain Purchaser's property, shall be conspicuously identified as such in the Supplier's records and by physical marking thereon, shall be promptly delivered to Purchaser upon request, shall be treated as confidential information, shall not be used in processing or manufacturing Goods for anyone other than Purchaser and, while in the possession of the Supplier, shall be the Supplier's responsibility and shall be adequately insured at the Supplier's expense for the benefit of Purchaser against loss or damage by fire or other hazard. No change shall be made in any design, drawing, specification, tool, or other equipment furnished by Purchaser without Purchaser's express written consent. Any information which the Supplier may disclose to Purchaser with respect to the design, manufacture or sale or use of the items covered by any Order shall be deemed to have been disclosed as part of the consideration for that Order, and the Supplier shall not assert any claim (other than a claim for patent infringement) against Purchaser by reason of Purchaser's use thereof.

Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by Supplier for the Purchaser will be owned by the Purchaser at the completion of the Order.

17. FORCE MAJEURE.

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, or inadequate transportation services; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon ten (10) days' written notice.

18. TAXES.

Purchaser shall not be liable for any federal, state, or local taxes, duties, customs, or assessments in connection with the sale, purchase, transportation, use, or possession of the Goods Ordered hereunder. Purchaser's State of Florida tax exempt number is 85-8012668935C-5. The Purchaser's sales tax exemption does not apply to Goods or Services purchased or manufactured by Supplier for which Supplier is deemed to be the ultimate consumer.

19. REMEDIES CUMULATIVE.

The rights and remedies of the Purchaser set forth herein shall be in addition to any rights or remedies which Purchaser may otherwise have.

20. PURCHASES BY OTHER GOVERNMENTAL ENTITIES.

At the option of the Supplier, the products and/or Services provided under the Purchase Order or Blanket Purchase Agreement ("BPA") from this solicitation may be provided to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities, under the same prices, Terms as submitted under this solicitation. Each governmental agency allowed by the Supplier to purchase the products and/or Services in connection with the resulting PO or BPA shall do so independent of the Aviation Authority or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for Goods and Services Ordered, received, and accepted by it. The Aviation Authority shall have no liability to the Supplier or any governmental agency resulting from the purchase by that agency of the products and/or Services from the Supplier in connection with the award of this solicitation.

21. GENERAL CIVIL RIGHTS CLAUSE

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

TITLE VI SOLICITATION NOTICE:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates

thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

All Contractors and Consultants shall comply with all Title VI requirements.

22. NON-DISCRIMINATION.

During the performance of this Purchase Order, the Supplier, for itself, its assignees and successors in interest agrees as follows: (1) Compliance with Regulations. The Supplier shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (herein after referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Purchase Order. (2) Nondiscrimination. The Supplier, with regard to the work performed by it during the purchase Order, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Supplier shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Purchase Order covers a program set forth in Appendix B of the Regulations. (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Supplier for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Supplier of the Supplier's obligations under this Purchase Order and the Regulations relative to nondiscrimination on the grounds of race, color or national origin. (4) Information and Reports. The Supplier shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the Purchaser or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, Orders and instructions. Where any information required of a Supplier is in the exclusive possession of another who fails or refuses to furnish this information, the Supplier shall so certify to the Purchaser or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information. (5) Sanctions for Noncompliance. In the event of the Supplier's noncompliance with the nondiscrimination provisions of this Purchase Order, the Purchaser shall impose such Purchase Order Sanctions as it or the FAA may determine to be appropriate, including but not limited to: (a) Withholding of payments to the Supplier under the Purchase Order until the Supplier complies, and/or (b) Cancellation, termination, or suspension of the Purchase Order, in whole or in part. (6) Incorporation of Provisions. The Supplier shall include the provisions of subsections a. through in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Supplier 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 including sanctions for noncompliance. Provided, however, that in the event a Supplier becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Supplier may request the Purchaser to enter into such litigation to protect the interest of the Purchaser and, in addition, the Supplier may request the United States to enter into such litigation to protect the interests of the United States. The Supplier 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 from Federal assistance. This provision shall bind the Supplier from the period beginning with the initial solicitation through the completion of the Purchase Order.

23. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS).

Seller must comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). The Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

24. PUBLIC ENTITY CRIMES, DISCRIMINATORY VENDORS, ANTITRUST VIOLATOR, AND SUSPENDED VENDOR ACTS.

Supplier is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. A person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under this Order. Supplier must notify Purchaser if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the performance of this Order. In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any Goods or Services to an agency after its placement on the Suspended Vendor List.

25. SUPPLIER'S DUTY TO NOTIFY.

Supplier shall provide Purchaser with immediate written notice of any of the following events: (a) any pending, threatened, or actual legal proceeding, litigation, arbitration, or regulatory investigation that could materially impact Supplier's ability to perform its obligations under this Agreement or any Purchase Order; (b) any filing or proceeding related to Supplier's bankruptcy or insolvency; or (c) any regulatory infringement, fine, or sanction related to Supplier's operations or the Goods and Services provided. This duty is ongoing for the duration of the Agreement.

26. 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.

27. 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: Chief Executive Officer, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399.

28. BOOKS AND RECORDS.

Supplier shall maintain complete and accurate books and records in a form consistent with good accounting practices of all matters relating to its performance of this Purchase Order. Purchaser shall have the right to inspect such books and records upon reasonable notices for a period of three (3) years after the year to which such books and records pertain.

29. LIABILITY INSURANCE.

If Supplier provides any service, including installation of Goods on Purchaser's property prior to commencement of work, Supplier shall provide a certificate of insurance evidencing that Supplier has liability insurance for its operations, as provided in the Purchase Order and in such amounts as Purchaser determines is appropriate considering the nature of the work to be performed.

30. MEMBER PROTECTION.

No recourse under or upon any obligation, covenant or agreement contained in this Order, or any other agreements or documents pertaining to the Services of Supplier hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Purchaser, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Order, shall be had against any member, officer, employee or agent, past, present or future, of Purchaser, either directly or through Purchaser or otherwise, for any claim arising out of or in connection with this agreement or the Services rendered pursuant to it, or for any sum that may be due and unpaid by Purchaser. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Purchaser member, officer, employee 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 or the Services rendered pursuant to it, or for the payment for or to 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 condition of and in consideration for the execution of this agreement and the consideration to be paid to Supplier pursuant to this agreement.

31. WHISTLE BLOWER REPORTING LINE.

Whistle-Blower Reporting Line. The Aviation Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste, or abuse. The Aviation

Authority has established a Whistle-Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants, and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Supplier suspect any fraud, waste, or abuse in connection with any work under this Order, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: caseinbox@goaa.caseiq.app, or through the online reporting form at <https://goaa.caseiq.app/portal>. The Supplier shall include this reporting requirement in all subcontracts and vendor agreements. The Supplier is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

32. CODE OF ETHICS AND BUSINESS CONDUCT.

Supplier shall comply with Purchaser's Code of Ethics and Business Conduct.

33. FLORIDA SOVERIGN IMMUNITY.

It is understood and agreed that any and all indemnity obligations that Purchaser may owe to Supplier are subject to any and all rights and opportunities to assert sovereign immunity that may exist in Purchaser's favor under Florida law; the Greater Orlando Aviation Authority does not waive any sovereign immunity rights or protections under Florida Statutes § 768.28.

34. VERIFICATION OF EMPLOYMENT.

The Supplier and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the Supplier or subcontractor in accordance with section 448.095, F.S. The Supplier shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the performance of Services.

35. PUBLIC RECORDS.

To the extent required by the Florida Public Records Act, Chapter 119, F.S., Supplier shall maintain and allow access to public records made or received in conjunction with the Order. The Order may be terminated for cause by Purchaser for Supplier's refusal to allow access to public records.

36. CONFIDENTIALITY.

To the extent applicable, Supplier shall maintain confidentiality of all confidential data, files, and records related to the Services and/or commodities provided pursuant to the Order and shall comply with state and federal laws and professional standards with respect to confidentiality.

37. SEVERABILITY.

Should a court determine any provision of this Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Order did not contain the provision held to be invalid.

Version: January 2026

