



Additional Terms and Conditions:

1) OFFER AND ACCEPTANCE: Unless there is an existing agreement between the parties governing the subject matter of this Order, then these additional terms and conditions shall govern the terms of UPS's offer to Vendor for the sale of goods and/or services. If such an agreement does exist between the parties, then these additional terms and conditions are not applicable, and such existing agreement shall govern the subject matter of this order. This Order does not constitute acceptance by UPS of any offer by Vendor. Any reference in this Order to an offer by Vendor is for the sole purpose of incorporation of the description and specifications of the goods or services contained therein to the extent that such description and specifications do not conflict with the other documents which constitute this Order. By shipping the goods or by beginning performance of the services called for by this Order, Vendor acknowledges receipt of this Order and agrees to the Terms and Conditions of this Order stated herein. UPS hereby rejects any additional or conflicting terms or conditions contained in any acknowledgment or acceptance of this Order or any terms or conditions which may accompany or be associated with the goods or services (including, without limitation any clickwrap or shrinkwrap agreement) by Vendor. Any such additional or conflicting terms or conditions will be of no effect, nor will any such additional or conflicting terms or conditions be in any circumstances binding upon UPS.

2) TRANSPORTATION, TITLE, AND RISK OF LOSS: Unless otherwise specified by UPS, Vendor will: (a) make all shipments F.O.B. destination freight prepaid and added at cost to the original invoice; and (b) insure the full replacement value of each shipment until the risk of loss has passed to UPS. UPS shall be the designated carrier unless otherwise specified by UPS, Vendor will use such carrier. If Vendor fails to use such carrier, Vendor will be responsible for any additional costs incurred due to the failure to use such carrier.

3) INSPECTION & TESTING: Payment for goods delivered or services performed pursuant to this Order does not constitute acceptance thereof. UPS has the right to inspect the goods or services and to reject any or all of such goods or services which are in UPS's judgment defective, nonconforming, or in excess of the quantity ordered. UPS may return rejected goods to Vendor. In addition to UPS's other rights arising under this Order or otherwise, UPS may charge and Vendor will pay all expenses of repacking, and reshipping rejected goods.

4) PERFORMANCE OF SERVICES: Vendor agrees to provide all labor, supervision, materials, supplies, equipment, transportation, and tools for any services to be performed under this Order. Vendor will obtain and pay for all permits, licenses, fees, and certificates of inspection necessary for the performance of any services. Vendor will arrange for all necessary inspections and approvals by governmental officials. Vendor's goods and services will comply with all applicable laws, rules, regulations, ordinances, building codes, decisions, policies, customs or practices, opinions, judgments, orders, and requirements of federal, state, and local courts, governments, or agencies having jurisdiction of the services to be performed.

5) SAFETY DURING PERFORMANCE OF SERVICES: Vendor will take all necessary precautions for the safety of persons and the protection of the property upon which services will be performed and adjoining property. Vendor will comply with all applicable provisions of federal, state, and local safety laws and building codes including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard). Prior to the commencement of the performance of services, and as necessary thereafter, Vendor will provide UPS with Material Safety Data Sheets (MSDS) for all products and chemicals to be used by Vendor on site, incorporated into the services, or required for installations.

6) INSURANCE: During the term of this Order, Vendor will, at its sole expense, maintain adequate insurance to cover its obligations under this Order including, without limitation, (1) Worker's Compensation insurance in at least the minimum limits as required by state law. This coverage should include Employers Liability Coverage with minimum limits of \$500,000 each accident, (2) Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence, and (3) Automobile Liability insurance with a minimum limit of \$1,000,000 per accident. Before commencing the performance of services, Vendor will furnish appropriate certificates from its insurance carrier showing the above insurance is in force and with respects to insurance outlined in items (2) and (3) above, UPS, as defined below, and each of its subsidiaries are added as additional insured's bearing the contractual INDEMNIFICATION stated below in Section (7).

7) INDEMNIFICATION: THE TERM UPS AS USED IN THIS SECTION INCLUDES UPS, ITS PARENT COMPANY UNITED PARCEL SERVICE, INC., AND ALL AFFILIATES AND SUBSIDIARIES OF SUCH PARENT COMPANY AND THE AGENTS, DIRECTORS, OFFICERS, SHAREHOLDERS, AND EMPLOYEES OF ANY OF THE FOREGOING. TO THE MAXIMUM EXTENT ALLOWED BY LAW, VENDOR SHALL INDEMNIFY, RELEASE, PROTECT, DEFEND, AND HOLD UPS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, EXPENSE, CLAIMS, DEMANDS, ATTORNEYS' FEES AND EXPENSES, ARISING FROM (i) VENDOR OR VENDOR'S EMPLOYEES, SUBCONTRACTORS, MATERIALMEN, OR AGENTS' PERFORMANCE OR NON-PERFORMANCE OF THE ORDER, BREACH OF THE ORDER, NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL ACTS THAT CAUSES OR COMBINES WITH OTHER EVENTS TO CAUSE ANY PERSONAL INJURY, INCLUDING DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSSES; (ii) ANY DEFECT IN THE GOODS OR SERVICES PURCHASED HEREUNDER; OR (iii) ANY CLAIM THAT THE GOODS OR SERVICES INFRINGE THE PATENT, COPYRIGHT, TRADEMARK OR ANY OTHER INTELLECTUAL PROPERTY

RIGHTS OF A THIRD PARTY. UPS HAS THE RIGHT, BUT NOT THE OBLIGATION, TO CONTROL THE DEFENSE OR SETTLEMENT OF ANY CLAIM OR LAWSUIT COVERED BY VENDOR'S INDEMNITY HEREUNDER SO LONG AS UPS ACTS REASONABLY AND IN GOOD FAITH AND, AT UPS'S OPTION, VENDOR SHALL, AT VENDOR'S EXPENSE: (A) DEFEND ANY AND ALL ACTIONS BASED THEREON; OR (B) PAY UPS ALL REASONABLE ATTORNEYS' FEES AND COSTS AND OTHER EXPENSES ARISING FROM ITS DEFENSE AND SETTLEMENT THEREOF. THE FOREGOING INDEMNITY OBLIGATIONS DO NOT APPLY TO ANY INJURY TO OR DEATH OF PERSONS OR PROPERTY DAMAGE CAUSED BY UPS'S SOLE NEGLIGENCE.

8) LIMITATION OF LIABILITY: IN NO EVENT WILL UPS BE LIABLE TO VENDOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, DELAY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DIRECT OR INDIRECT PROFITS, REVENUE, OR USE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF VENDOR OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9) TAXES: Vendor will not charge UPS any federal, state or local taxes, including excise, sales and use taxes. To the extent that Vendor is deemed under state law to be a seller of taxable materials or labor, Vendor acknowledges that such taxable materials and/or labor will be purchased by UPS for resale and that UPS will provide Vendor with a state sales and use tax resale certificate. Accordingly, Vendor will not charge sales or use tax to UPS. UPS acknowledges, in such instances, that it will charge the appropriate sales or use tax upon resale of the Work. To the extent that Vendor is deemed under state law to be the final user or consumer of materials supplied under this Order, Vendor shall pay all such taxes and any resale certificate supplied by UPS to Vendor will not apply to such materials.

10) CONFIDENTIALITY: Vendor shall hold all Confidential Information of UPS in strict confidence and shall in any case protect such Confidential Information with no less diligence than that with which it protects its own confidential or proprietary information. Confidential Information means any and all confidential company business information of UPS and is treated as confidential or secret by UPS, that is, it is the subject of efforts by UPS that are reasonable under the circumstances to maintain secrecy including, without limitation, the existence and nature of the relationship between the parties, employees of UPS and any and all additional confidential company information of UPS which Vendor becomes aware as a result of Vendor's access to and presence at UPS facilities. Confidential Information includes but is not limited to all specifications, documents, and prototype articles delivered by UPS to Vendor and are the property of UPS. Such specifications, documents, and prototype articles are delivered for the sole purpose of Vendor's performance of this Order. Such specifications, documents, and prototype articles are delivered on the express condition that Vendor will not, without first obtaining UPS's prior written consent, disclose to others the information contained therein or use such information for any purpose other than in connection with this Order. Vendor must promptly return to UPS such specifications, documents, and prototype articles upon UPS's written request. UPS may make such request at any time during or after completion of Vendor's performance. Confidential Information, however, does not include information that: (i) is now or subsequently becomes generally available to the public through no fault or breach on the part of Vendor; or (ii) is independently developed by Vendor without the use of any Confidential Information. The obligations under this Section 11 shall remain in effect for a period commencing from the time such information was received and for a period of three (3) years thereafter unless such information rises to the level of a trade secret, in which case the obligations under this Section shall remain in effect for as long as such information remains a trade secret as defined under applicable law.

11) PUBLICITY & USE OF UPS'S MARKS: Vendor will not, without first obtaining UPS's written consent, in any manner advertise or publish any aspect of this Order or the fact that Vendor has contracted to sell goods or perform services for UPS. Vendor also will not use any of UPS's trademarks or tradenames.

12) PROPERTY AND PROPRIETARY RIGHTS: All work produced by Vendor under the terms of this Order, including, without limitation, all inventions, creations, expressions, improvements, computer programs, specifications, operating instructions and all other documentation, whether patentable or unpatentable, which are first conceived or made or first actually or constructively reduced to practice are conceived or made in response to matters related to this Order or based in whole or in part on or derived from information supplied by UPS or its affiliates, whether preliminary or final, and on whatever media rendered (collectively, the "Work Product"), shall be deemed work made for hire and made in the course of services rendered under this Order and shall be the exclusive property of UPS.

13) CHANGES: UPS may from time to time, by written instructions issued to Vendor: (i) make changes in the drawings or specifications and issue additional instructions; (ii) require the performance of additional services; or (iii) direct the omission of services previously ordered. In such event Vendor may request an adjustment in price or time of delivery. The provisions of this Order will apply to all such changes, modifications, additions, or omissions with the same effect as if they were embodied in the original Order. No extra or additional services will be compensated unless authorized by prior written change order from UPS's authorized representative.

14) TERMINATION: If the delivery of goods or the completion of services is made later than the date specified herein UPS may: (a) terminate all or part of this Order; or (b) refuse to accept delivery of all or part of this Order. If no delivery date is specified, then UPS may terminate all or part of this Order if delivery is not made within 30 days after the date of this Order. If there are defects in workmanship or quality or if the goods or services are nonconforming, UPS may terminate all or part of this Order. UPS may at any time and for any reason terminate all or part of this Order upon written notice to Vendor in which event Vendor will be solely entitled to the following termination charges as its exclusive remedy and damages: (i) the percentage of the Order price

reflecting: (a) the percentage of the goods delivered and accepted by UPS prior to termination, or (b) the services performed by Vendor prior to termination, or both; (ii) less the aggregate of prior payments. The following Sections shall survive termination of this Agreement: 7, 8, 11, 12, 13, and 24.

15) ASSIGNMENTS: Vendor may not assign any right or interest in, nor delegate any obligation owed, nor subcontract any part of this Order without first obtaining UPS's written approval. Vendor shall remain responsible for the acts or omissions of its subcontractors. UPS may assign to any affiliate, parent, or subsidiary any and/or all of its rights or delegate any of its duties pursuant to this Agreement without the prior written consent of Vendor.

16) SETOFF: If Vendor makes a claim against UPS for money due or to become due, such claim will be subject to deduction or setoff by UPS for any claim of UPS arising out of this or any other transaction between UPS and Vendor.

17) COMPLIANCE WITH LAWS: Vendor will comply with all federal, state, and local laws, executive orders, rules, regulations, and ordinances which may apply to Vendor's obligations under this Order including the following Federal Acquisition Regulation (FAR) clauses, to the extent that they are applicable to Vendor or this Order.

18) FEDERAL REGULATIONS. Because UPS performs U.S. government contracts and subcontracts, to the extent they are applicable, the Vendor agrees to comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated by reference into this Agreement to implement provisions of United States laws or Executive Orders.

- a. All Subcontracts
Combating Trafficking in Persons (FAR 52.222-50) requiring the Vendor to notify employees of the Government's "zero tolerance" policy towards trafficking in persons and to take action against employees or subcontractors that violate the policy.
- b. For agreements exceeding \$2,500
Service Contract Act of 1965, as Amended (41 U.S.C. § 351 et seq., FAR 52.222-41) requiring Vendor to pay service employees not less than the wages and fringe benefits determined by the applicable Department of Labor Wage Determination.
- c. For agreements exceeding \$3,000
Employment Eligibility Verification (E-Verify) (FAR 52.222-54) requiring the Vendor to enroll in the E-Verify program and process all new employees and certain existing employees through the E-Verify system.
- d. For agreements exceeding \$10,000
Equal Opportunity (Exec. Order 11246, as amended by Exec. Order 11375; FAR 52.222-26) requiring, among other things, that Vendor not discriminate against any employee or applicant because of race, color, religion, sex, or national origin, to have approved affirmative action plans when 50 or more employees are located in one facility, and to annually submit SF EEO-1.
Affirmative Action for Workers with Disabilities (Rehabilitation Act of 1973, 29 U.S.C. § 793; FAR 52.222-36) requiring, among other things, that Vendor not discriminate against any employee or applicant because of physical or mental disability and to have an approved affirmative action plan if applicable.
- e. For agreements exceeding \$25,000
Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Vietnam Era Veterans' Readjustment Assistance Act of 1972, 38 U.S.C. § (A); FAR 52.222-35) requiring, among other things, that Vendor not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran regarding any position for which the employee or applicant for employment is qualified and to have an approved affirmative action plan if applicable.
- f. For agreements exceeding \$150,000
Notification of Employee Rights Under the National Labor Relations Act (Exec. Order 13496, FAR 52.222-40) requiring Vendor to conspicuously post the specific notice identified in the clause regarding employees' rights to organize and bargain collectively.
Restrictions on Subcontractor Sales to the Government (FAR 52.203-6) requiring Vendor to agree it will not enter into any agreement with an actual or prospective subcontractor to restrict sales directly to the Government
Utilization of Small Business Concerns (Small Business Act, 15 U.S.C. 637(d), FAR 52.219-8), requiring Vendors that are not small businesses to agree to award subcontracts to the full extent consistent with efficient contract performance to small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns
- g. For agreements exceeding \$203,000
Trade Agreements (various bilateral and multilateral trade agreements) Vendor certifies that the end product delivered under a line item of the agreement is a U.S. made, designated country, Caribbean Basin country, or FTA country end product OR Vendor lists them as other end products along with their country of origin.
- h. For agreements exceeding \$650,000
Small Business Subcontracting Plan (FAR 52.219-9), requiring Vendors that are not small businesses to have an approved subcontracting plan that includes goals for utilization of the various specified categories of small businesses.
- i. For agreements exceeding \$5,000,000

Contractor Code of Business Ethics and Conduct (FAR 52.203-13), requiring Vendors to have a written code of business ethics and conduct and to institute a business ethics awareness and compliance program and internal control system.

j. For agreements that may involve ocean transportation of supplies

Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. App. 1241 and 10 U.S.C. 2631, 52.247-64) requiring Vendor to use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under the contract.

19) **WARRANTY OF GOODS AND SERVICES:** Vendor expressly warrants that all goods furnished under this Order: (i) will conform to all specifications and appropriate standards; (ii) will be new unless otherwise specified; (iii) will be free from defects in material or workmanship; (iv) will be adequately contained, packaged, marked, and labeled; (v) will conform to any statements made on their containers, labels, or advertisements; (vi) will be merchantable; (vii) will be safe and appropriate for the purpose for which goods of that kind are normally used; (viii) will conform in all respects to any samples; and (ix) will not infringe the intellectual property rights of a third party. If Vendor knows or has reason to know the particular purpose for which UPS intends to use goods furnished under this Order, Vendor warrants that such goods will be fit for such particular purpose. Vendor expressly warrants that all services performed pursuant to this Order will be free from defects in material, workmanship, and design, and will be performed in a professional manner according to the best applicable standard practices. Without limiting any remedy UPS may be entitled to recover under law or in equity, UPS shall be entitled to receive a full refund of any amounts paid for goods or services impacted by Vendor's breach of this Section 20.

20) **INTELLECTUAL PROPERTY LICENSE:** If any item ordered hereunder is, or includes, a computer program in the form of embedded firmware, or software embodied in magnetic or other media, or any other intellectual property, Vendor hereby grants to UPS upon delivery to UPS a perpetual, non-exclusive license to use same for its own purposes and those of UPS's affiliates, and all references to goods and services herein shall mean and include such intellectual property licensed to UPS.

21) **PRICE WARRANTY:** Vendor warrants that at the time UPS accepts this Order the prices for the goods or services or both under this Order are not less favorable than those extended by Vendor to Vendor's other buyers for the same or similar goods or services or both in similar quantities. If at any time during the term of this Order Vendor reduces its prices for the goods or services or both contained in this Order, Vendor agrees to reduce the prices contained in this Order in conformance with such price reduction. Vendor warrants that prices shown on this Order are complete, and no additional charges of any type will be added without UPS's express written consent. Such additional charges include, without limitation, additional charges for shipping, packaging, labeling, customer duties, taxes, storage, insurance, boxing, and crating.

22) **FORCE MAJEURE:** UPS may delay delivery or acceptance of goods occasioned by causes beyond its control including, without limitation, labor disputes, industry disturbances, fires, unusually severe weather conditions, earthquakes, floods, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, delays in transportation, governmental, regulatory, or legal action, or act of God. Upon such delay, Vendor will hold the goods at the direction of UPS and will deliver them when the cause of the delay has been removed. UPS will be responsible only for Vendor's direct additional costs in holding the goods or delaying performance of this Order at UPS's request.

23) **GOVERNING LAW:** The validity and interpretation of this Order and of the rights and obligations of UPS and Vendor shall be governed and construed according to the laws of the State of Georgia without giving effect to its conflict of laws principles. Vendor shall promptly proceed with completion of the Order pending resolution of any claim or dispute, and failure to do so is a material breach of the Order.

24) **NO-WAIVER:** UPS's failure to insist on strict compliance with the Terms and Conditions hereof will not constitute a waiver of its right to thereafter require strict compliance. UPS's failure to exercise its options hereunder will not preclude UPS from fully exercising options not previously exercised.

25) **SEVERABILITY:** If any provision of this Order is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of this Order will remain in full force and effect.

26) **RIGHTS AND REMEDIES:** The rights and remedies of UPS set forth in this Order are not exclusive and are in addition to all other rights and remedies afforded to UPS in law or in equity.

27) **ENTIRE ORDER:** This Order constitutes the entire Order between UPS and Vendor with respect to the matter contained herein and supersedes any prior oral or written Orders, understandings, commitments, negotiations, representations, or proposals. This Order may be changed in a writing signed by UPS. Notwithstanding the foregoing, if an existing agreement is in place between the parties governing the subject matter of this Order, then these additional terms and conditions shall not apply and the terms and conditions of the existing agreement shall control.

28) **INDEPENDENT CONTRACTOR:** The status of Vendor shall be that of independent contractor and at no time or for any purpose shall Vendor be deemed an employee or agent of UPS. In its capacity as an independent agent, Vendor shall make arrangements, and shall be solely responsible for the payment of income taxes, social security taxes, pension, stock, bonuses, vacation, profit-sharing or any other fringe benefits for Vendor's employees.

29) PAYMENT TERMS: All invoices shall (a) reference the assigned project or work location and Appropriation number (if applicable); (b) be itemized and substantiate all charges; and (c) include all delivery, installation, transportation, and freight. Contractor shall submit its invoices to the Owner in electronic form using an electronic invoicing system that is required by Owner, at Owner's sole discretion. All invoices will be accumulate for a period commencing on the 14th day of the month and ending on the 13th of the following month ("Accumulation Period"). All invoices that are received and approved for payment in an Owner-approved accounts payable system will be included in the current Accumulation Period. Provided that the invoices conform to the requirements of this Agreement, Owner will pay the invoices collected during the Accumulation Period within ninety (90) days from the end of the Accumulation Period unless otherwise agreed upon in a Master Service Agreement or Rider. Any early payment discounts allowable under this Agreement, a purchase order or Rider will be calculated from the last day of the applicable Accumulation Period. Nothing in this provision will preclude Owner and Contractor from agreeing upon other payment discounts, which may be offered through Owner's e-invoicing and electronic payment systems. Contractor shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting practices, to substantiate Contractor's charges and expenses. Payment will be made via electronic transfer of funds utilizing a system that is approved and accepted by Owner.

VENDOR: _____	UNITED PARCEL SERVICE OASIS SUPPLY CORPORATION
NAME: _____	NAME: _____
PRINT: _____	PRINT: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____