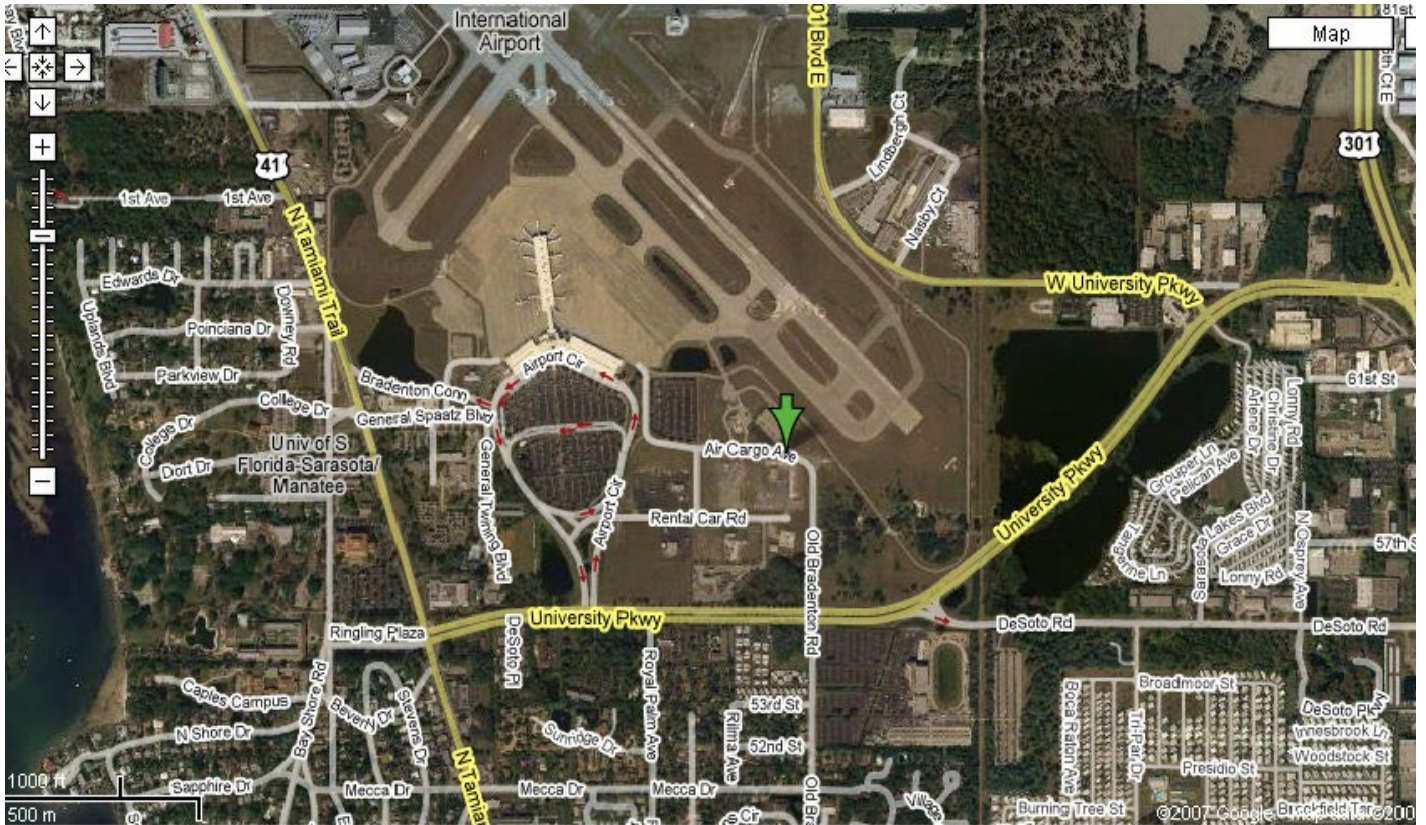


Purchase Order Terms & Conditions:

1. **GENERAL:** The condition of this order must not be changed by vendor. If order is not acceptable, return to the Sarasota Manatee Airport Authority Purchasing Department. All vendors are requested to email invoices to invoices@srq-airport.com or **mail an original invoice to: Sarasota Manatee Airport Authority, Attention: Accounts Payable, 6000 Airport Circle, Sarasota, FL 34243.** Failure to deliver or to comply with any of the terms and conditions according to this Purchase Order or any contract so generated by this Purchase Order may disqualify the vendor from receiving future orders.
2. **QUALITY:** All materials or services furnished on this order must be as specified, and subject to the Sarasota Manatee Airport Authority's inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from an authorized representative of the Purchasing Department. Material rejected will be returned at vendor's risk and expense.
3. **QUANTITY/PRICE:** The quantity of materials ordered or the price specified must not be exceeded without written authority being first obtained from the Purchasing Department. Partial shipments of multiple line items are acceptable unless otherwise stipulated.
4. **INDEMNITY AND INSURANCE:** The vendor shall defend, indemnify and hold harmless the Sarasota Manatee Airport Authority, its officers, agents and employees, from any and all claims, suits, liabilities, damages, losses, and expenses, including reasonable attorney's fees, arising out of goods and/or services provided by the vendor or its subcontractors (if any). The vendor shall provide and maintain workers' compensation and general and automobile liability insurance. All such insurance shall be primary to, and not contribute with any insurance or self-insurance maintained by Sarasota Manatee Airport Authority; and the vendor hereby agrees to furnish the Sarasota Manatee Airport Authority certificates of insurance upon request. Failure of Sarasota Manatee Airport Authority to demand such certificates or to identify a deficiency from evidence provided will not be construed as a waiver of the vendor's obligation to maintain such insurance.
5. **PACKING:** Packages must be plainly marked with the shipper's name and this Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

6. **DELIVERY:** All materials must be shipped F.O.B. Destination. The Sarasota Manatee Airport Authority will not pay freight or express charges, except by previous agreement. **VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.** Delivery must actually be made within the time stated on the Purchase Order. The Sarasota Manatee Airport Authority reserves the right to cancel this order and purchase elsewhere if delivery is not timely as stated on the purchase order. Deliveries shall be made between 7:00 a.m. to 3:30 p.m., Monday through Friday, to Air Cargo Building, 1154 Air Cargo Avenue, Suite L, Sarasota, FL 34243 excluding holidays unless otherwise stated. In case of default by the vendor, the Sarasota Manatee Airport Authority may procure the articles or service covered by this order from other sources and holds the vendor responsible for any excess expense.

Warehouse Location Map:



7. **MATERIAL SAFETY DATA SHEET:** The vendor agrees to furnish the Sarasota Manatee Airport Authority with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data

to: Sarasota Bradenton International Airport, 1154 Air Cargo Avenue, Suite L, Sarasota, FL 34243.

8. **OSHA REQUIREMENT:** The vendor or contractor hereby guarantees the Sarasota Manatee Airport Authority that all material, supplies, services and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force on the date hereof.
9. **COMPLIANCE WITH LAWS:** The Vendor certifies that in performing this contract they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.
10. **LAWS GOVERNING:** This contract shall be governed by and construed according to the laws of the State of Florida; U.S.A. Venue for any action related to this agreement shall be in the Twelfth Judicial Circuit Court, Sarasota County, Florida.
11. **UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code shall prevail as the basis for contractual obligations between the Sarasota Manatee Airport Authority and the vendor for any terms and conditions not specifically stated herein.

FLORIDA SALES AND USE TAX EXEMPTION NUMBER: **85-8012646146C-5**
FEDERAL ID NUMBER: **59-6001787**