PURCHASE ORDER GENERAL TERMS AND CONDITIONS

The following Purchase Order General Terms and Conditions ("Terms and Conditions") shall apply to all purchases by or on behalf of the Greater Miami Expressway Agency ("GMX"). Pursuant to Chapter 212, Florida Statutes, GMX is exempt from State of Florida Sales Tax by virtue of Exemption Certificate No. 85-8019249003C-3 Florida Retailers' Occupation Tax, Use Tax, and Municipal Retailer's Occupation Tax do not apply to goods and/or services purchased by GMX. Vendors shall not charge for any of these taxes.

1. **Acceptance of Contract:** This purchase order ("P.O.") is GMX's offer to purchase the goods and/or services from the Vendor as described on the reverse side of this P.O. pursuant to the Terms and Conditions set forth herein. The Vendor shall furnish, within the manner and at the location specified, certain goods and/or services, as specified in the P.O. Upon acceptance of this P.O., by delivery of goods or performance of the services, this P.O. shall become a contract and subsequently binding upon the Vendor.
2. **Amendments:** No agreement or understanding to modify this P.O. shall be binding upon GMX unless in writing and signed by GMX's authorized agent. All specifications, drawings, data, or any other related documentation submitted to the Vendor with this P.O. are hereby incorporated and made a part hereof.
3. **Uniform Commercial Code:** All applicable portions of the State of Florida Uniform Commercial Code shall govern contracts with GMX.
4. **Delivery:** All prices must be F.O.B. destination, freight prepaid. Vendor shall meet any established delivery date. If delivery dates cannot be met as agreed upon, the Vendor agrees to advise GMX, in writing, of the earliest possible delivery date for acceptance by GMX. Delivery shall not be deemed to be complete until goods have been actually received and accepted by GMX.
5. **Delivery Delays and Performance Remedies:** Delivery Delays and Performance Remedies: Time is of the essence with respect to Vendor's obligations under this P.O. If Vendor fails to deliver goods or perform services within the time specified in this P.O., GMX may, in addition to any other remedies available at law or equity: (a) require expedited shipping at Vendor's sole expense; (b) procure substitute goods or services from another source and charge Vendor for any excess costs incurred; (c) reject late deliveries; (d) withhold payment until Vendor cures the failure; and/or (e) terminate this P.O. for cause pursuant to Section 30. Repeated delivery failures or performance deficiencies shall constitute a material breach of this P.O.
6. **Pricing Protections**: Pricing and Most Favored Pricing: Prices charged under this P.O. shall not exceed prices charged by Vendor to other governmental entities or similarly situated customers for substantially similar goods or services under comparable quantities and terms. Vendor warrants that all pricing is complete and includes all applicable fees, surcharges, shipping, handling, fuel, packaging, and administrative costs unless expressly identified in this P.O. Vendor shall not impose any price increase, surcharge, escalation fee, tariff adjustment, or similar charge without GMX's prior written approval. Any unauthorized charge may be rejected or deducted from payment. If Vendor reduces its pricing for similar goods or services during the term of this P.O., Vendor shall immediately extend such reduced pricing to GMX.
7. **Risk of Loss:** Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein, which may for any reason occur prior to acceptance by GMX. No such loss, injury or destruction shall release Vendor from any obligations hereunder.
8. **Inspection:** Goods and/or materials must be properly packaged. Damaged goods and materials will not be accepted. Or, if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to GMX. GMX reserves the right to inspect the goods within a reasonable time frame subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.
9. **Conforming Goods:** Acceptance of all or any part of the goods shall not be deemed to be a waiver of GMX's rights, either to cancel or to return all or any portion of the goods because of failure to conform to order, or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages including special damages occasioned to GMX. Such rights shall be in addition to any other remedies provided by law.
10. **Patents and Copyrights:** If an article sold and delivered to GMX hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless GMX from and against all liability, loss, damage and expense including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods and/or services covered by this P.O. and such obligation shall survive acceptance of the goods, services and payment therefore by GMX.
11. **Non-Waiver of Rights:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this P.O. shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
12. **OSHA Requirements and Safety Data Sheets (SDS):**The Vendor shall comply with applicable provisions of the Occupational Safety and Health Act ("OSHA") and the standards and regulations issued thereunder and warrants that all goods furnished under this order will conform to and comply with said standards and regulations. Vendor shall provide proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communication Standard to GMX at the time of purchase, if applicable.
13. **Compliance with Laws:** The Vendor certifies that in performing this P.O. they will comply with all applicable provisions of federal, state and local laws, regulations, rules and orders that are applicable to the conduct of its business and performance of its obligations under the P.O.
14. **Governing Law:** This contract shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this contract shall be in Miami-Dade County, Florida.
15. **Prevailing Wage:** It shall be the responsibility of the Vendor to ensure that wages paid to its employees comply with all applicable state and federal laws.
16. **Payment:** Method of compensation is net forty-five (45 days). All invoices are to be addressed to the "Bill To" designee, as indicated on the front of the P.O., and must include the P.O. number, vendor's name and phone number, clearly list quantities, item descriptions and units of measure as well as the GMX Work Program/Project number (if applicable). Invoices should be emailed to accountspayable@gmx-way.com. Failure to do so may result in payment delays at no cost to GMX.
17. **Warranty:** The Vendor warrants to GMX that all goods and/or services furnished hereunder will: (a) conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein; (b) be free from defects in materials, workmanship, and design; and (c) be suitable for and perform in accordance with the purposes for which they are intended. Unless a longer warranty period is specified in the P.O., all warranties shall survive for a period of one (1) year from the date of GMX's acceptance of the goods and/or services.

18. **Insurances:** If required by GMX, and prior to providing any goods and/or services, the Vendor shall provide Certificate(s) of Insurance evidencing that all appropriate coverage is in full force and showing GMX to be an additional insured. Prior to commencing performance under this P.O., Vendor shall procure and maintain, at its sole expense and for the duration of this P.O., insurance coverage issued by insurers authorized to do business in the State of Florida and rated A- or better by A.M. Best evidencing that all appropriate coverage is in full force.
19. **Indemnity:** Vendor shall defend, indemnify and hold harmless GMX, its officers, agents, employees and successors, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorneys' fees incident thereto, arising out of or resulting from: (i) the negligent acts, errors, omissions or willful misconduct of the Vendor, its agents or employees; (ii) any breach of this P.O. by the Vendor; or (iii) any violation of applicable law by the Vendor, its agents, or employees. The foregoing indemnity shall be proportionate to the Vendor's share of fault and shall not apply to the extent that claims arise solely from GMX's own negligence or willful misconduct. This indemnity shall survive the termination or expiration of this P.O. Vendor shall defend, indemnify, and hold harmless GMX, its officers, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, fines, penalties, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to: (i) the acts, errors, omissions, negligence, gross negligence, or willful misconduct of Vendor or its employees, agents, contractors, or subcontractors; (ii) any breach of this P.O. by Vendor; (iii) any actual or alleged infringement of intellectual property rights; (iv) any violation of applicable law; or (v) bodily injury, death, or property damage arising from Vendor's performance under this P.O. Vendor's duty to defend shall arise immediately upon written notice of a claim and shall apply regardless of whether the allegations are groundless, false, or fraudulent. Vendor's obligations under this section shall not be limited by the availability of insurance coverage or by any limitation of liability contained in this P.O. This section shall survive expiration or termination of this P.O.
20. **Non-Discrimination:** The Vendor shall comply with all applicable state and federal civil rights laws.
21. **Travel:** Travel expenses are not reimbursable unless specifically authorized in writing by GMX, and will be reimbursed in accordance with section 112.061, Florida Statutes. Additionally, the Vendor shall comply with GMX's Business Travel Policy posted on its website, should travel be required for vendors providing services or training on behalf of GMX.
22. **Public Entity Crime and Discriminatory Vendor:** Pursuant to sections 287.133 and 287.134, Florida Statutes, an entity or affiliate which is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a Vendor, supplier, subcontractor, or consultant under a P.O. with any agency.
23. **E-Verify Requirement:** U.S. law requires companies to employ only individuals who may legally work in the United States, either U.S. citizens, or foreign citizens who have the necessary authorization. Any Vendor providing work to GMX must verify the employment eligibility of employees through the U.S. Department of Homeland Security's E-Verify system. Also, Vendor will include in related subcontracts a requirement that any subcontractors working under this P.O. must also use the E-Verify system to verify employment of all new employees hired by the subcontractor during the term of this P.O.
24. **Unauthorized Workers:** The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A (e) of the Immigration and Nationality Act, 8 U.S.C. § 1324(a) (2006). A Vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting P.O.
25. **Scrutinized Companies Certification:** Vendor certifies that it is not listed on any Scrutinized Companies List maintained by the State of Florida pursuant to sections 215.473 and 287.135, Florida Statutes, and that it is not engaged in any prohibited business operations as defined under those statutes. Vendor agrees not to subcontract with any company appearing on such lists. If Vendor's status changes, Vendor must notify GMX in writing immediately. GMX may terminate this P.O. upon written notice for non-compliance with this section.
26. **Forced Labor and Human Trafficking Prohibition:** Vendor certifies that no forced labor, child labor, human trafficking, or exploitative labor practices are used in the production or delivery of goods or services under this PO. Vendor must comply with all applicable anti-trafficking laws and ensure that its employees, contractors, and subcontractors comply with this requirement. Violations may result in immediate termination.
27. **Foreign Country of Concern:** Vendor certifies that it is not owned by, controlled by, or acting on behalf of any "Foreign Country of Concern," as defined under Florida law. Vendor further certifies that: It will not provide GMX data, systems access, or confidential information to any such foreign entity; and it will not use subcontractors or suppliers that are owned or controlled by a Foreign Country of Concern in connection with this PO. Vendor must notify GMX immediately of any change in ownership or control that could affect this certification. GMX reserves the right to terminate the PO for non-compliance.
28. **Force Majeure:** The Vendor may be excused from liability for the failure or delay in performance of any obligation under this P.O. for any event beyond the Vendor's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, epidemic, pandemic, government-mandated shutdown, or any strike or labor disturbance (each, a "Force Majeure Event"). Such excuse from liability is effective only to the extent and duration of the Force Majeure Event and provided that the Vendor or its employees, including any subcontracted providers, have not caused such event to occur. As a condition of invoking this section, the Vendor must provide GMX with written notice within five (5) business days of the occurrence of the Force Majeure Event, describing the nature of the event, its expected duration, and the obligations affected. If a Force Majeure Event continues for more than sixty (60) consecutive days, GMX may terminate this P.O. upon written notice without further liability to the Vendor, except for payment for goods and/or services accepted prior to the date of termination.
29. **Gratuities:** By accepting this order the recipient represents and warrants that no arrangement has been made with any person or agency to solicit or secure this contract upon an agreement or understanding for a gratuity, commission, percentage, brokerage or contingent fee, in any form, to any person.
30. **Information Technology and Cybersecurity:** The Vendor shall maintain reasonable administrative, technical, and physical safeguards to protect GMX data and systems from unauthorized access, use, or disclosure, consistent with applicable law including section 501.171, Florida Statutes. Vendor shall use GMX data solely for purposes of fulfilling this P.O. and shall not share such data with any third party without GMX's prior written consent. In the event of any actual or reasonably suspected data breach or unauthorized access involving GMX data or systems, Vendor shall notify GMX's designated representative in writing within seventy-two (72) hours of discovery of the event, regardless of whether the full scope of the breach has been determined. Such notice shall include, to the extent known: (a) the nature and scope of the breach; (b) the GMX data potentially affected; (c) the corrective measures taken or planned; and (d) a point of contact for GMX's follow-up inquiries. Vendor shall cooperate fully with GMX in investigating, mitigating, and remediating any such breach. Vendor shall ensure its employees and subcontractors comply with this requirement. Vendor shall maintain cyber liability insurance in amounts reasonably sufficient to cover its obligations hereunder.

31. **Public Records:** Pursuant to section 119.0701, Florida Statutes, Vendor shall: (a) keep and maintain all public records required by GMX to perform the services under this P.O.; (b) upon request from GMX's custodian of public records, provide GMX with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the P.O. term and following completion of the P.O. if Vendor does not transfer the records to GMX; and (d) upon completion of the P.O., transfer, at no cost, to GMX all public records in possession of Vendor, or keep and maintain public records required by GMX to perform the service. All records stored electronically must be provided to GMX, upon request from GMX's custodian of public records, in a format compatible with GMX's information technology systems. If Vendor has questions regarding the application of Chapter 119, Florida Statutes, to Vendor's duty to provide public records relating to this P.O., contact publicrecords@gmx-way.com.
32. **Termination:** (a) Termination for Convenience. GMX may terminate this P.O. in whole or in part at any time, for any reason or no reason, upon written notice to Vendor. Upon receipt of such notice, Vendor shall immediately stop all work and take all reasonable steps to mitigate costs. GMX's sole obligation upon termination for convenience shall be to pay Vendor for goods delivered and/or services satisfactorily performed prior to the effective date of termination, with no compensation for anticipated profits or unperformed work. (b) Termination for Cause. GMX may terminate this P.O. for cause upon written notice specifying the default. Vendor shall have ten (10) calendar days from receipt of such notice to cure the default to GMX's satisfaction. If Vendor fails to cure within the cure period, GMX may terminate this P.O. immediately and pursue all available remedies. (c) Vendor Obligations Upon Termination. Upon termination for any reason, Vendor shall promptly return to GMX all GMX property, data, and confidential information in Vendor's possession and certify in writing that it has done so.
33. **Audit Rights:** Vendor shall maintain complete and accurate records relating to this P.O., including financial records, invoices, receipts, payroll records, and supporting documentation, for a period of not less than five (5) years following the date of final payment or the termination or expiration of this P.O., whichever is later. GMX and its authorized representatives shall have the right, upon not less than five (5) business days' advance written notice, to audit, inspect, and copy any and all such records during normal business hours. Vendor shall provide reasonable access and cooperation for all such audits. If an audit reveals overcharges or other discrepancies, Vendor shall repay the overcharged amounts, plus interest at the statutory rate, within thirty (30) days of written demand.
34. **Assignment:** Vendor shall not assign, transfer, delegate, or subcontract this P.O., or any rights or obligations hereunder, without the prior written consent of GMX, which may be withheld in GMX's sole discretion. Any purported assignment or delegation without such consent shall be void. Notwithstanding the foregoing, Vendor may assign this P.O. without consent in connection with a merger, acquisition, or sale of all or substantially all of Vendor's assets, provided that: (a) GMX receives written notice within fifteen (15) days of such transaction; and (b) the successor entity assumes all obligations under this P.O. in writing. No permitted assignment shall relieve Vendor of obligations accrued prior to the date of assignment. GMX may assign this P.O. without restriction.
35. **Confidentiality:** "Confidential Information" means any non-public information disclosed by GMX to Vendor in connection with this P.O., including financial data, operational data, technical specifications, personnel information, and system access credentials. Vendor shall: (a) hold all Confidential Information in strict confidence; (b) use Confidential Information solely to fulfill its obligations under this P.O.; (c) not disclose Confidential Information to any third party without GMX's prior written consent; and (d) limit access to employees and subcontractors who have a need to know and who are bound by written confidentiality obligations no less protective than those set forth herein. These obligations shall survive the termination or expiration of this P.O. for three (3) years. This section is separate from and in addition to the obligations set forth in Section 30.
36. **Severability:** If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or, if modification is not possible, severed from these Terms and Conditions. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
37. **Entire Agreement:** This P.O., together with all specifications, drawings, data, and other documentation incorporated herein by reference, constitutes the entire agreement between GMX and Vendor with respect to its subject matter and supersedes all prior negotiations, representations, warranties, understandings, and agreements, whether written or oral, relating thereto. These Terms and Conditions shall prevail over any conflicting terms in Vendor's proposal, invoice, acknowledgment, or other document, regardless of whether GMX accepts or pays against such document. The provisions relating to indemnification, confidentiality, audit rights, cybersecurity, public records, payment obligations, intellectual property, limitation of liability, and any other provisions which by their nature should survive, shall survive expiration or termination of this P.O.
38. **Dispute Resolution:** Prior to initiating any legal action, the parties shall attempt to resolve any dispute arising out of or relating to this P.O. through the following process: (a) the party asserting the dispute shall provide written notice to the other party describing the dispute in reasonable detail; (b) within fifteen (15) business days of receipt of such notice, authorized representatives of both parties shall meet and attempt in good faith to resolve the dispute; and (c) if the dispute is not resolved within thirty (30) days of the initial written notice, either party may pursue available remedies under applicable law. Nothing in this section shall limit GMX's right to seek injunctive or other equitable relief in any court of competent jurisdiction. To the fullest extent permitted by Florida law, each party hereby waives its right to trial by jury in any action arising out of or relating to this P.O.
39. **Limitation Of Liability:** Except for: (a) Vendor's indemnification obligations; (b) damages arising from Vendor's gross negligence, willful misconduct, fraud, or violation of law; (c) Vendor's breach of confidentiality or data security obligations; (d) claims involving intellectual property infringement; (e) amounts owed under applicable insurance policies; or (f) damages resulting from bodily injury, death, or damage to tangible property, neither party shall be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating to this P.O., including loss of profits or business interruption, regardless of the theory of liability and even if advised of the possibility of such damages. To the fullest extent permitted by law, GMX's aggregate liability arising out of or relating to this P.O. shall not exceed the total amount actually paid by GMX under the applicable P.O. Nothing herein shall be construed as a waiver of GMX's sovereign immunity or limitations of liability under section 768.28, Florida Statutes.

GMX reserves the right to cancel this P.O. at any time, should the Vendor not comply with any of the Terms and Conditions herein. The Vendor shall also adhere to the applicable provisions of the Procurement Policy, and Code of Ethics, as amended from time to time. GMX policies are located on the GMX website at www.gmx-way.com.