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GC 1.0 ENTIRE CONTRACT.

These General Terms and Conditions and the Contract for which they are being provided (including attachments thereto) (the “Contract”) constitute the entire Contract between OUC and the Party providing goods, materials or services under the Contract (the “Supplier”)

GC 2.0 DELIVERY OF EQUIPMENT.

Delivery of each item of the equipment or materials (“Equipment”) provided by Supplier will be made at the designated facility or location designated by OUC (hereinafter referred to as "Delivery") with all packaging, transportation and unloading charges prepaid and included as part of the price paid by OUC under the Contract (“Contract Price”). Title and risk of loss or damage to the Equipment shall pass to OUC upon acceptance. Refer to **“**Instructions to Bidders” Section A.20 FREIGHT.

GC 3.0 INSPECTION AND ACCEPTANCE OF EQUIPMENT

OUC shall be entitled to inspect all Equipment delivered to OUC under the Contract. Any Equipment which is (i) damaged or otherwise defective, (ii) if a specification is provided by OUC, does not meet the requirement of such specifications or (iii) which has been shipped by mistake, shall be returned to Supplier’s carrier and OUC shall be credited on the next invoice from Supplier for such Equipment. The making or failure to make any inspection of, or payment for or acceptance of Equipment by OUC shall in no way impair OUC’s right to reject or revoke its acceptance of such Equipment or to avail itself of any other remedies to which OUC may be entitled, notwithstanding OUC’s knowledge of the nonconformity, its substantiality or ease of discovery. OUC may reject any or all such Equipment at any time during the term of the Contract, or, if a one time Delivery, then within a reasonable time after Delivery by Supplier.

GC 4.0 MATERIALS AND WORKMANSHIP WARRANTY.

Supplier warrants that the Equipment provided under the Contract shall be free from defects in workmanship and material upon Delivery. To the extent that Supplier secures an extended warranty on any piece of Equipment purchased from a manufacturer or vendor, the vendor or manufacturer warranty on that piece of Equipment shall be assigned to OUC by Supplier and Supplier will cooperate with OUC in the enforcement of such warranty.

GC 5.0 TITLE WARRANTY.

Supplier warrants that at the time of Delivery to OUC, the Equipment shall not be subject to any encumbrance, lien, security interest or other defect in title by or through Supplier. In the event of any nonconformity to this title warranty, Supplier shall defend the title to such Equipment upon notice from OUC of defect in title or other third party claim against such Equipment.

GC 6.0 PAYMENT OF INVOICES.

Payment of each Supplier invoice by OUC shall be made within thirty (30) Days after the date of receipt of Supplier's invoice and verification of compliance of the Equipment Delivered with the terms of the Contract. OUC reserves the right to withhold payment for any non-conforming Equipment provided by Supplier.

GC 7.0 RESERVED.

GC 8.0 INDEMNIFICATION.

Supplier shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its commissioners, officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) all third party claims for labor and materials furnished under the Contract for which OUC may become liable for payment under the laws of the state, (ii) the performance of Services by Supplier or any person or organization directly or indirectly employed by the Supplier to furnish any of the Services or anyone for whose acts any of them may be liable, (iii) breach of the terms of the Contract by Supplier or any person or organization directly or indirectly employed by the Supplier to perform any of the Services, (iv) violations of applicable law by Supplier or any person or organization directly or indirectly employed by the Supplier to perform any of the Services or anyone for whose acts any of them may be liable, (v) injury, disease or death of third parties (including OUC employees and agents and those of Supplier), or damage to property caused by the negligence, strict liability or willful misconduct of the Supplier or any person or organization directly or indirectly employed by the Supplier to perform any of the Services or anyone for whose acts any of them may be liable.

GC 9.0 TERMINATION FOR DEFAULT.

Any failure by Supplier to perform or comply with the terms and conditions of the Contract which continues for ten (10) calendar days after written notice from OUC to Supplier demanding that such failure to perform be cured, shall be deemed an event of default by Supplier. Upon the occurrence of any such event of default, OUC may terminate the Contract and pursue any remedies available at law or in equity.

GC 10.0 TERMINATION FOR OUC'S CONVENIENCE.

OUC shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Contract for its convenience. OUC shall pay Supplier for all conforming Equipment Delivered under the Contract prior to the termination date.

GC 11.0 INDEPENDENT CONTRACTOR.

The relationship of the Supplier to OUC shall be that of an independent contractor.

GC 12.0 HAZARDOUS MATERIALS OF SUPPLIER.

Any Hazardous Materials used by Supplier in the performance of the Inventory Services shall be packaged, shipped, handled, labeled and disposed of by Supplier in a manner that complies with all federal, state and local laws or regulations applicable to Hazardous Materials. No Hazardous Materials shall be stored by Supplier at the Facility before, during or after the performance of Inventory Services hereunder. Supplier shall, at its expense, remove, transport and dispose of all Hazardous Materials (i) brought by Supplier to the Facility or (ii) disturbed by Supplier's performance of Services or created by Supplier's use, handling or combination of non-hazardous materials brought by Supplier to the Facility during the performance of Inventory Services. For purposes of the Contract, the term "Hazardous Materials" shall mean any substance which by law requires special handling, containment or disposal, including without limitation "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 USC Sections 5101, et seq.), "hazardous wastes" as defined in the Resource Conservation and Recovery Act, as amended (42 USC Sections 9601, et seq.), "toxic substances" as defined in the Toxic Substance Control Act as amended (15 USC Section 2601 et seq.), as amended and in the regulations adopted, published, and promulgated pursuant thereto.

GC 13. 0 PROJECTS REQUIRING NOTIFICATION OF ENVIRONMENTAL DEPARTMENT.

If Supplier determines that it will become necessary as part of the Services to excavate soils or pump groundwater or storm water and such activities were not contemplated under the Contract as awarded, Supplier may not proceed with that portion of the Services until notice has been provided to OUC and OUC's approval to proceed has been granted.

GC 14.0 WAIVERS.

The failure of OUC to enforce at any time any of the provisions of the Contract or to require at any time performance by Supplier of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Contract, or any parts thereof, or the right of OUC thereafter to enforce each and every provision.19.0 No Third Party Beneficiaries.

The provisions of the Contract are only for the benefit of the Parties hereto and not for any other legal entity or person.

GC 15.0 SEVERABILITY.

Should any of the provisions of the Contract, or parts thereof, be held invalid, such provisions, or parts thereof, shall be considered severable and such invalidity shall not affect the remainder of the Contract.

GC 16.0 ASSIGNMENT.

The Contract may not be assigned by Supplier without the prior written consent of OUC. Any purported assignment without such prior written consent shall be null and void.

GC 17.0 FINAL PAYMENT/WAIVER.

The acceptance by the Supplier of the last payment from OUC under the Contract shall be a release to OUC and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the services performed under the Contract, or for any act or neglect of OUC or of any person relating to or affecting the services performed under that Contract.

GC 18.0 BINDING EFFECT.

All of the provisions of the Contract shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and assignees of OUC and Supplier.

GC 19.0 TIME IS OF THE ESSENCE.

Time is hereby declared of the essence in the performance of each and every provision of the Contract.

GC 20.0 RIGHT TO INSPECT/AUDIT DOCUMENTS.

During the term of this Contract and for a period of three years following its termination, OUC shall have the right, at reasonable times and upon reasonable notice, to audit and inspect, any and all of the records having a bearing upon matters dealing with the Contract. Supplier shall grant representatives of OUC full access to these records to the extent necessary to adequately permit evaluation and verification of compliance with the terms and conditions of this Contract specifically including cost and allocations.

GC 21.0 GOVERNING LAW.

The validity, construction, and performance of the Contract, shall be governed exclusively by the laws of the State of Florida. Venue shall be any court of competent jurisdiction located in Orange County, Florida. The Parties agree that in no event shall the Uniform Law on the Formation of Contracts for the Sale of Goods, based upon the United Nations Convention on Contracts for the International Sale of Goods (CISG) be applicable to this Contract.

GC 22.0 FORCE MAJEURE.

22.1 **Supplier Force Majeure Delay**.

Supplier will not be liable for failure to perform any obligation or delay in performance of Services resulting from any cause beyond the reasonable control of Supplier, or from any act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act, or priority) of any governmental authority (federal, state or local); civil

disturbance; insurrection or riot; sabotage; fire; inclement weather conditions; earthquake; or flood. Notwithstanding the above, Supplier shall not be excused from performance of any Service under this Article GC-22.0 for any cause resulting from the negligence of Supplier or failure to properly assess the availability of laborers, skilled trades or other workers or the timing of its Service.

22.2 Extension of Services Schedule.

In the event of a delay or interruption in performance of Services excusable under this Article GC-22.0, the time of performance of such Service by Supplier will be extended by a period of time the Parties agree is reasonably necessary to overcome the effects of the delay. An extension of time shall be the sole and exclusive remedy for any damages due to delay, including but not limited to loss of profits, loss of use, equipment rental or overhead expenses.

22.3 OUC Termination for Excessive Delay.

If due to the conditions specified above Section 22.1 the Supplier's Services is delayed for a period of more than ninety (90) Days, OUC may terminate the Contract and shall have no further liability to Supplier except for payment of Services completed in accordance with the Contract up to the termination date.

GC 23.0 DISPUTE PROCESS.

23.1 General:

23.1.1 The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Contract. The Parties will participate in good faith in the procedures specified in this Section.

23.1.2 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

23.1.3 In the event of any dispute under this Contract which cannot be readily resolved, it shall be referred to the appropriate executives of the respective Parties to this Contract (hereinafter "Party" or "Parties") for negotiation and resolution as described below.

23.1.4 If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either Party may initiate litigation upon ten (10) days' written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

23.2 Disputes:

23.2.1 Disputes, as defined herein and under the Contract include disagreements, claims, counterclaims, matters in question, and differences of opinion between OUC and Supplier regarding the Service and modifications or changes to the Service. Disputes may involve interpretation of Contract Documents, acceptability of the Service, costs and/or time for performance.

23.2.2 Disputes may also involve other subjects mutually agreed by OUC and Supplier.

23.3 Payment Disputes:

23.3.1 If a dispute arises between the Supplier and OUC, the dispute shall be submitted to an appropriate panel assembled by the Manager of Purchasing no later than forty-five (45) days after receipt of the disputed payment. OUC shall render a final decision on the disputed payment within sixty (60) days after receipt of the invoice.

23.3.2 If the dispute is decided in favor of OUC, interest shall begin to accrue fifteen (15) days after the decision is announced.

23.3.3 If the dispute is decided in favor of Supplier, interest shall accrue as of the original date the payment became due.

23.3.4 The panel's final decision can be taken as a contract dispute through the process outlined below.

23.4 Step Negotiations:

23.4.1 Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one step above the project personnel who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing Party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives, or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided hereinafter.

23.4.2 All negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

23.5 Mediation:

23.5.1 If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation. Either Party may initiate a mediation proceeding by a request in writing to the other Party. Thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Dispute or other mutually agreed upon procedures, with the following exceptions:

23.5.1.1 If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panel of Neutrals as the mediator; and

23.5.1.2 Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding.

23.5.2 The Parties regard the aforesaid obligation to mediate as an essential provision of this Contract and one that is legally binding on them. In case of a violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

23.6 Litigation:

23.6.1 If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either Party may initiate litigation upon ten (10) days written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

23.6.1.1 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

23.6.1.2 Claims, counterclaim, disputes, and other matters in question between OUC and Supplier that are not resolved will be decided in the Ninth Judicial Circuit, in and for Orange County, Florida, which shall have exclusive jurisdiction and venue over all matters in question between OUC and Supplier.

GC 24.0 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER.

It is hereby made a part of this Contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that OUC shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by OUC. Supplier agrees to rent/sell/lease all goods and to provide services to OUC on a first priority basis. OUC expects to pay contractual prices for all products or services required during an emergency situation. Supplier shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

GC 25.0 INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADE SECRETS

Supplier warrants that it holds all right, title and interest to, or has sufficient license rights in, any patents, copyrights, trade secrets or other proprietary right necessary to perform the Services and produce the Work Products and any licensing fees or royalties required to allow OUC to utilize the Services and Work Products are included as part of the Contract Price for each Work Order. Supplier further warrants that OUC's (including its contractors and agents) use of the Services and Work Products shall not infringe upon the patents, copyright, trade secrets or other intellectual property of third parties. Supplier will, at its own expense, defend or at its option settle any suit or proceeding brought against OUC so far as based on an allegation that any Services or Work Products (or any part thereof), or use thereof for its intended purpose, constitutes an infringement of any patent, copyright, trade secret or other proprietary right of a third party. Supplier will pay the damages and costs awarded in any suit or proceeding so defended. In case any suit or proceeding so defended is held to constitute infringement or its use by OUC is enjoined, Supplier will, at its option and its own expense, either: (a) procure for OUC the right to continue using said Services or Work Products; (b) replace them with substantially equivalent non-infringing Services or Work Products; or (c) modify them so they become non-infringing.