

CHARLESTON REGIONAL AVIATION AUTHORITY PURCHASE ORDER TERMS AND CONDITIONS (“TERMS AND CONDITIONS”)

1. **ACCEPTANCE:** The Seller/Contractor/Vendor (“Supplier”) shall be deemed to have accepted this Purchase Order (“PO”) upon: (a) written acknowledgment by Supplier, (b) commencement of performance by Supplier, or (c) Supplier’s receipt of any payment, partial or full, under this PO. By acceptance of this PO, Supplier agrees to strictly comply with all of the Terms and Conditions and specifications, including those contained in all documents incorporated into the PO by reference. The Charleston Regional Aviation Authority (“Authority”) reserves the right to reject any different or additional terms in Supplier’s acceptance of this PO or in any documentation provided by Supplier (e.g. any preprinted terms on the back of Supplier’s invoice, or Supplier’s acknowledgement).
2. **GOODS AND SERVICES:** Any and all goods, supplies, products, software, licenses and other tangible items provided by Supplier to the Authority shall be known as “Goods.” Any and all services, tasks and actions rendered and /or performed by the Supplier shall be known as “Services.” The supplier is solely responsible for any and all necessary labor, materials, tools, equipment, planning, supervision and other necessary Services and costs to provide the Goods and/or perform the Services (collectively referred to hereinafter as the “Work”).
3. **PAYMENT:** Terms of payment shall be net thirty (30) days unless otherwise stipulated on the PO. The total amount of money due from the Authority to the Supplier (“Total PO Amount”) shall be clearly stated on the PO. Payment shall be paid only for Goods and/or Services that are specifically named in the PO and these Terms and Conditions. No additional costs for items, Services, overtime, holiday pay, premium pay and the like will be paid by the Authority without its prior express written consent. The Total PO Amount shall not include any federal excise taxes or sales taxes imposed by any state or municipal government. Should the actual Goods and/or Services be less than the Total PO Amount, the Authority shall not be obligated to utilize or pay for any unused balance. Should the actual Goods and/or Services exceed the Total PO Amount, Supplier shall notify the Authority.
4. **CHANGES:** The Authority shall have the right at any time and in its sole and absolute discretion to direct Supplier by written notice to add to, reduce, suspend or otherwise change the scope of the PO (“Change”). In the event of a Change, the total PO Amount may be adjusted by the agreement of the Authority and Supplier. The Supplier shall have no right to suspend the performance of the PO following a Change by the Authority.
5. **INVOICES:** Supplier shall invoice the Authority by sending all invoices via email to CCAApayables@iflychs.com. Suppliers invoice shall contain the PO number and all pertinent and necessary information required for the Authority to adequately review the Goods and/or Services for which the Supplier has submitted an invoice. Should the Supplier fail to timely invoice the Authority as required by these Terms and Conditions, the Supplier irrevocably waives any and all claims for payment resulting from or relating to any invoices which the Supplier failed to timely submit as required herein.
6. **PACKAGING:** Supplier shall pack, mark and ship all Goods in accordance with the requirements of the common carrier(s) so as to secure the lowest transportation costs. No shipping costs shall be billed/charged to the Authority unless otherwise stated in the PO. No costs shall be charged for packaging, boxing or storing unless authorized by the Authority in writing. Damage to any Goods received will result in rejection of the shipment. The Goods will not be returned unless Supplier assumes return shipment expenses. Packages must be marked plainly and with Suppliers name and Authority’s PO number. No charges shall be allowed for boxing or crating unless Supplier receives prior written approval from the Authority.
7. **DELIVERY:** Time is of the essence in this PO and if the Goods and/or Services are not made at such time and in such quantity as provided in this PO or in supplemental schedules furnished by the Authority, the Authority reserves the right, without liability and in addition to its other rights and remedies, to terminate this PO in whole or in part by notice effective when received by the Supplier, for stated Goods not yet delivered or Services not yet rendered and to purchase substitute Goods and/or Services elsewhere and to charge the Supplier with any loss incurred. Supplier agrees that the Authority may return all or part of any shipment so made, at the Suppliers risk and expense, and may charge the Supplier with any loss, expense or injury sustained as a result of such shipment. If at any time either party has reason to believe that delivery will not be made as scheduled in this PO, it shall immediately give written notice to the other and set forth the cause of the anticipated delay. Any Goods and/or Services in excess of quantity ordered may be returned by the Authority to the Supplier at Supplier’s risk and expense. Any Goods and/or Services to be rendered in installments under this PO shall not be construed as making the obligations of the Supplier severable.
8. **WARRANTY:** Supplier warrants to Authority this PO shall strictly conform to the specifications, drawings, samples, symbols or other descriptions specified by Authority; shall be free from any liens or encumbrances; shall be new (certified used substitutions are acceptable with written approval), merchantable, and free from defects in design, material and workmanship; that no conflict of interest exists between the Services and Products to be provided under this PO and Suppliers other activities. Supplier shall immediately advise Authority of any such conflict of interest or potential conflict of interest which arises during performance of this PO and all Goods and/or Services covered by this Order, which are in accordance with Suppliers’ design, drawings or specifications, shall be fit and suitable for the purpose intended. Supplier warrants that the Goods shall continue to be free from defects in design, material and workmanship for a period of twelve (12) months from the date of final acceptance, unless the Suppliers standard warranty is for a longer period or unless otherwise stated in the PO. In addition to any other remedies available to the Authority, Authority may return any nonconforming Goods to Supplier for correction or replacement, with all transportation charges and Authority’s handling charges for return and redelivery to be borne by Supplier. If Supplier fails to accept return of nonconforming Goods or fails promptly to correct or replace same, at Authority’s election, Supplier, without limiting its other rights, may, at Suppliers expense, correct or replace the nonconforming Goods or procure the Goods from another subcontractor and charge the cost to Supplier. Products which have been rejected for warranty under this clause shall not thereafter be tendered for acceptance unless the former rejection and correction is identified, and such repaired or replacement Goods shall be subject to the provisions of this clause to the same extent as the original Goods and shall be from the delivery date of the repaired or replaced Goods. If the Products provided under this PO includes Services, then Supplier warrants and represents that the Services will be performed in a professional and workmanlike manner and will conform in all material respects to the statement of work or, to standard industry practice if there is no statement of work. This warranty will remain in effect for a period of ninety (90) days following completion of the Services. If Supplier breaches this warranty, Authority may demand Supplier to re-perform the non-conforming Services or, at Authority’s option to request a refund for the non-conforming Services. These warranties are in addition to all other warranties specified herein or implied by law and shall survive acceptance and payment. All warranties shall run to Authority, its successors, assigns, customers, and the users of the Goods.
9. **TITLE AND RISK OF LOSS:** Supplier warrants that it has the right to sell the Goods and the ability to deliver good title to all Goods and/or Services. Title to the Goods shall pass to the Authority upon Authority’s final acceptance of the Goods or Service. In addition to its other insurance obligations, Supplier shall insure the full value of the Goods while in transit and in storage prior to acceptance of the Goods by the Authority. Supplier shall promptly execute and provide the Authority with any and all documentation necessary to transfer title to the Goods or evidence of the Authority’s title thereto.
10. **INDEMNIFICATION:** Supplier will indemnify and hold harmless Authority for all damages to the property of Authority caused by an act or omission by its agents, servants, employees or independent contractors, and shall pay on behalf of Authority all sums that Authority shall become

obligated to pay by reason of the liability, if any, imposed by law upon Authority for damages because of bodily injury, including damages for care and loss of service, and including death at any time resulting from bodily injury, and because of injury to or destruction of property, including loss of use thereof, which may be caused by or result from any of the activities, omissions or operations of its agents, servants, employees or contractors.

11. **INSURANCE:** Supplier shall, as a cost included in the Total PO Amount and without any additional cost or reimbursement from the Authority, take out, carry and furnish to the Authority a Certificate of Insurance with the following insurance coverage's:
 1. Comprehensive General Liability Insurance, including but not limited to, Personal and Advertising Injury, Products/Completed Operations, Contractual Liability broad form Property Damage Liability: *Per Occurrence Limit shall not be less than Two Million Dollars (\$2,000,000) or Five Million Dollars (\$5,000,000) if the PO requires access to the Airfield.*
 2. Automobile Liability Insurance, Bodily Injury, and Property Damage (per accident):
Combined Single Limit shall not be less than Two Million Dollars (\$2,000,000) or Five Million Dollars (\$5,000,000) if the PO requires access to the Airfield.
 3. Workers Compensation Insurance complying with the *State of South Carolina.*

All insurance policies must name the “**Charleston Regional Aviation Authority, its officials, servants, agents, and employees**” as additional insured’s with respect to general and automobile liability coverage’s, and shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice from the Supplier to the Authority. Certificates evidencing such insurance must be submitted by the Supplier to the Authority prior to the Supplier providing any Goods and/or Services, and at least fifteen (15) days prior to the expiration dates of expiring policies. The Authority reserves the right to request complete copies of any insurance policies required by these Terms and Conditions if deemed necessary to ascertain the details of coverage not provided by the Certificates.

12. **TERMINATION FOR DEFAULT:** When the Supplier has not performed or has unsatisfactorily performed the obligations required by these Terms and Conditions, payment shall be withheld in the sole and absolute discretion of the Authority. Failure on the part of the Supplier to fulfill the PO obligations shall be considered just cause for termination of the PO and the Supplier shall only be entitled to recover any undisputed costs incurred by the Supplier up to the date of termination, and Supplier waives any and all claims for costs resulting from termination (including but not limited to consequential damages, lost profits, demobilization costs, termination costs, etc...).
13. **TERMINATION FOR CONVENIENCE:** At any time, the Authority may terminate PO, in whole or in part, without showing cause upon written notice to the Supplier specifying the extent and the effective date of the termination. In connection with such termination, the Authority shall pay Supplier, as Suppliers sole and exclusive remedy, a termination payment comprised of any amounts due for the Goods received or Services performed prior to the termination date and Suppliers reasonable and necessary direct costs resulting from the termination which are substantiated by evidence satisfactory to the Authority (and determined in the sole and absolute discretion of the Authority). In no event shall the Supplier be entitled to any payment or profit for any Goods received or Services performed not accepted by the Authority, nor shall the supplier be entitled to any consequential damages of any type arising from the termination.
14. **FORCE MAJEURE:** Neither party shall be liable for delays in delivery caused by circumstances beyond its reasonable control and without its fault or negligence, including strikes, lockouts, riots, epidemics, war, fire, flood, explosion, acts of God, or acts of terrorism. In no event shall shipping

delays, product shortages, or lack of finances or cash flow shortages be considered as a cause beyond the control of a party. The party affected by the Force Majeure shall give prompt written notice thereof and, upon end of the Force Majeure, take all reasonable steps to resume compliance with its obligations. Notwithstanding the above, if such delays extend Suppliers delivery or performance date by more than thirty (30) days, Authority may terminate such part of the PO remaining to be performed. In the event of such termination, the rights and obligations of the parties shall be determined in accordance with the provisions of section 13 above.

15. **INTELLECTUAL PROPERTY:** Supplier agrees to (a) defend, hold harmless and indemnify Authority’s, affiliates, agents and customers, against claims of direct or contributory infringement or inducement to infringe any third party’s intellectual property, including, without limitation, any patent, trademark, copyright, industrial design right or misuse or misappropriation of trade secret resulting directly or indirectly from Supplier’s actions; (b) to waive any claim against Authority under the Uniform Commercial Code (UCC) or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Supplier or Authority for patent, trademark, copyright or mask work right infringement of the like, including claims arising out of compliance with specifications furnished by Authority; (c) to grant Authority a worldwide, nonexclusive, royalty-free, irrevocable license to repair and have repaired, to reconstruct and have reconstructed the Goods ordered hereunder; and (d) assign to Authority all right, title and interest in and to all trademarks, copyrights and makes work rights in any material created for Authority under this PO.
16. **GOVERNING LAW:** This PO and any and all extensions and/or modifications thereof shall be governed by construed and enforced in accordance with the laws of South Carolina and all proceedings with respect to this PO shall be commenced in the Charleston County Court of Common Pleas Ninth Judicial Circuit of South Carolina. Additionally, this PO is agreed by the Supplier to be made and performed in the State of South Carolina. In any legal proceedings, the Authority is entitled to recover reasonable attorney’s fees from the supplier. If any provision or portion of any provision shall be deemed unenforceable or invalid for any reason whatsoever, this PO shall be deemed amended to exclude any such provision or portion and the balance of this PO shall remain in full force and effect.
17. **ENTIRE AGREEMENT:** This Purchase Order, together with all attachments hereto, constitutes the entire agreement between the parties in respect to its subject matter and supersedes all prior and contemporaneous agreements between the parties in connection with the same subject matter.
18. **NONDISCRIMINATION REQUIREMENTS:**

GENERAL	CIVIL	RIGHTS	PROVISIONS	The
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Operator / Consultant / Contractor / Tenant / Concessionaire / Lessee / Permittee/ License (hereinafter referred to collectively as the “Contractor”) agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, 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 of Title VI of the Civil Rights Act of 1964. This provision binds the Contractor, Subcontractors, and Sub-tier Contractors from the bid solicitation period through the completion of the contract. In case of Lease Agreements or Transfer Agreements, this provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

 - (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS - TITLE VI ASSURANCES

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat.

- 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 etseq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 etseq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

FEDERAL FAIR LABOR STANDARDS ACT (29 U.S.C. § 201, et seq)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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