

Purchase Order Terms and Conditions

1. These Terms and Conditions ("T&Cs") are entered into by and between The Superior Group ("TSG") and the person/entity to whom this Purchase Order ("PO") was issued (the "Vendor") and are incorporated into and made a part of the PO. Vendor agrees it will be deemed to have fully accepted this PO and its T&Cs without modification upon the earliest of (a) Vendor's signing and returning a copy of this PO to TSG; (b) Vendor invoicing TSG for or shipping goods and/or materials ("Goods") identified in this PO; (c) Vendor starting performance of any services described in this PO; or (d) Vendor acknowledging acceptance of this PO by any other commercially reasonable means. Further, Vendor's acceptance of any payment for the Goods or services identified in this PO shall be acceptance of this PO and its T&Cs without modification. Vendor acknowledges that these T&Cs are subject to, may be modified by, and are controlled by any Subcontract Agreement with Vendor for the Project identified herein, or by any Master Vendor Agreement in effect between TSG and Vendor at the time this PO was issued. TSG rejects and shall not be bound in any way by any additional or different terms, whether printed, proffered orally, or otherwise, in any Vendor term sheet, proposal, quote, invoice, receipt, delivery acknowledgment, Vendor credit application, or any other document or communication from Vendor to TSG, unless expressly agreed to in writing signed by an authorized representative of TSG and Vendor.
2. To ensure prompt payment, all invoices submitted by Vendor must correspond with prices and quantities on this PO. All invoices should be submitted electronically to ap@superiorgroup.net or TSG's mailing address on this PO Attn: Accounts Payable. All invoices must be submitted to TSG no later than five calendar days prior to the date that TSG's payment application is to be submitted to TSG's customer, but no later than the 15th of each month for Goods and services delivered during the prior month. Invoices received after that time shall not be considered for payment by TSG until its next payment application to its customer. In no event shall invoices be submitted more than 45 days after the related Goods or services are delivered. Each invoice shall clearly identify the related PO Number, the delivery date and delivery location, and the name of the Vendor. All bills of lading should be addressed to TSG at TSG's address on this PO. Vendor acknowledges that TSG will not be responsible for payment of Goods delivered or services rendered without a written PO and without satisfying all requirements set forth herein including, without limitation, including TSG's complete PO Number on Vendor's Invoice.
3. All Goods on this PO are purchased FOB destination point where title to, as well as risk of loss of, Goods remains with Vendor until received by TSG and inclusive of all fuel or delivery charges/surcharges unless otherwise noted.
4. Unless otherwise stated on this PO or within an effective Master Vendor Agreement between TSG and Vendor, TSG strives to make payment within 60 days of receipt of the Vendor's timely submitted, complete, and accepted invoice for Goods and services received as part of this PO or, if applicable, within 60 days after the corresponding payment application of TSG is submitted to TSG's customer, whichever is later. However, Vendor agrees and understands that receipt of payment by TSG from TSG's customer for Vendor's Goods and services is a condition precedent to payment by TSG to Vendor. Payment is additionally contingent upon TSG's receipt of properly executed lien waivers, if applicable. In the event TSG's customer holds retainage on Goods and services of Vendor, TSG may hold retainage in equivalent percentage from Vendor to be payable within ten (10) days of TSG's receipt of such retainage payment from TSG's customer.
5. This PO is per job Plans and Specifications ("P&S") (unless otherwise indicated) and P&S will be made available for Vendor review, including at TSG premises. Vendor will be responsible for all Goods and services to fully comply with P&S whether shown or not shown as long as these items are reasonably inferred. All P&S disclosed to Vendor shall be used solely to fulfill this PO, are deemed confidential, and are the exclusive property of TSG and/or its customer. All rights to P&S are reserved. In addition, all reports, drawings, data sheets, recommendations, photographs, computer print-outs, design criterion, calculations, electronic data, and other information or materials of a similar nature related to, arising from, or derived from the P&S are and shall be confidential, shall be used solely to fulfill this PO, and are the exclusive property of TSG and/or its customer. Vendor shall comply with all reasonable requests of TSG so that TSG may protect and preserve all such property interests.
6. All Goods provided pursuant to this PO must comply with American Society for Testing and Materials ("ASTM") and UL Standards. Any services conducted or work performed per this PO shall be in accordance with the Occupational Safety and Health Administration ("OSHA"), the National Fire Protection Association ("NFPA"), the Ohio Administrative Code ("OAC") Chapter 4123.1 (Division of Safety and Hygiene), and any and all other applicable safety laws, regulations, and/or standards. Prior to acceptance of a PO or starting performance hereunder, Vendor will submit proof of insurance in such amounts and in such form required by the P&S or as otherwise acceptable to TSG including, but not limited to, Certificate(s) of Insurance and a current Certificate of Ohio Workers' Compensation. In the event services are to be provided pursuant to this PO, and if applicable by job, Vendor will provide TSG with prevailing wage reports and/or certified payroll.
7. Warranty of Goods and services supplied pursuant to this PO shall be per P&S of the noted project and the warranty term shall begin from the last to occur of project owner's acceptance of Vendor's Goods and services, the installation of the Goods, completion of the services related to this PO, or on such date specified by the P&S. If no express warranty term is stated in the PO or in the P&S, then Vendor shall provide a warranty for one year from the last to occur of the project owner's acceptance of Vendor's Goods and services, the installation of the Goods, or completion of the services related to this PO in addition to those warranties implied at law and in addition to providing all manufacturer warranties and guaranties applicable to the Goods.
8. In the event this PO includes professional services, including without limitation engineering services, then Vendor shall provide and perform such services in accordance with industry standards and in a manner consistent with that degree of care and skill ordinarily provided by such professionals currently practicing in the same or similar locality and under the same or similar circumstances. In addition, prior to commencing the performance of such services, Vendor shall procure and thereafter maintain at Vendor's own expense Professional Liability Insurance in the minimum amount of \$2,000,000 per claim/\$2,000,000 aggregate or in such greater amounts as required by the P&S or as otherwise required by TSG. TSG shall be named as an "additional insured" thereunder. Prior to acceptance of a PO or starting performance of such services, Vendor shall provide TSG with a COI satisfactory to TSG evidencing such coverage.
9. In the event this PO includes services that would require or permit Vendor's personnel to be "on site" at the property of TSG and/or TSG's customer, Vendor and its personnel shall follow all applicable site, security, and safety requirements related thereto, including but not limited to any such requirements of, or applicable to, TSG.
10. Vendor shall pay all required sales, consumer, use, personal property, value added, gross receipts, and similar taxes for all Goods and services provided under this PO. Vendor shall comply with Federal, State, and local tax laws, social security laws, unemployment compensation laws, and Workers' Compensation laws, immigration and related alien employment laws as applicable to the performance of this PO.
11. All time limits and/or schedules stated on this PO are of the essence. No extension of time shall be valid without TSG's written consent. Vendor agrees that goods furnished pursuant to this PO will be furnished promptly and efficiently and without delaying other areas of the work on the stated project. If necessary, certain portions of the Goods shall be delivered in preference to other Goods in order to secure the completion of TSG's work on the stated project within the time specified by the P&S.
12. The Vendor agrees that damages arising from Vendor's failure to strictly comply with the provisions of this PO, including but not limited to within the specified time limit(s) provided either in this PO or in the P&S, may be deducted by TSG from payments owed to Vendor. Vendor is liable to TSG for any liquidated damages, consequential damages, and any other damages (a) to the extent such damages are asserted or assessed against TSG and (b) to the extent such damages were caused, in whole or in part, by Vendor or Vendor's failure to strictly comply with the provisions of this PO, including these T&Cs and the P&S. However, in no event will Vendor's liability arising under this Paragraph exceed that claimed against TSG.
13. The Vendor shall indemnify and hold harmless TSG and TSG's customer related to this PO and their respective officers, agents, and employees from and against all claims, damages, losses, expenses, including attorneys' fees, arising out of or resulting from Vendor's performance under this PO including, without limitation, those related to the design, manufacture, possession, use, and/or delivery of Goods furnished by Vendor pursuant to this PO, those related to services provided by Vendor, and those related to injury of any nature (including death) to persons and property, all to the extent caused in whole or in part by the negligent, reckless, or intentional acts or omissions of Vendor or of anyone directly or indirectly under Vendor's control or of anyone for whose acts Vendor may be liable. All Goods received by TSG under this PO that become subject to or a topic of a claim, investigation, or loss shall remain in TSG's custody and control and shall only be released to Vendor or to the manufacturer of such Goods after inspection and/or testing of such Goods by TSG and/or by a third-party selected by TSG in its sole discretion.

14. Vendor agrees that all Goods and services provided under this PO shall be free and clear from all claims, encumbrances, and liens. If, for any reason, Vendor fails to pay for or provides Goods or services that are or become subject to a claim, encumbrance, or lien, then TSG may, at its option and in its sole discretion, and without notice to Vendor, pay, discharge, and/or satisfy any such claim, encumbrance, or lien and reduce the amount owed to Vendor under a PO and/or recover from Vendor all costs incurred by TSG in paying, discharging, or satisfying a claim, encumbrance, or lien, including attorneys' fees. In the event a third party files an action to enforce a lien or to present any other claim related to any Goods or services provided under this PO, then Vendor, at its own expense (including attorneys' fees), shall defend any action to enforce such lien and shall promptly and without delay pay to release such lien, post a bond, or escrow funds with the appropriate court, or otherwise take such action to cause the immediate release of the lien.
15. The Vendor agrees that prior to making a Claim in relation to this PO (the making of a "Claim" shall include but is not limited to recording and/or filing a mechanics' lien or any other encumbrance and/or filing a lawsuit or arbitration), Vendor shall first (1) provide written notice to TSG at TSG's mailing address on this PO and to ap@superiorgroup.net identifying in writing the amount Vendor is claiming is currently due; and (2) provide TSG five (5) business days following receipt of said notice to satisfy Vendor's Claim by making payment or otherwise. Vendor recognizes that filing a Claim will have an adverse effect on TSG's business and reputation and that filing a Claim for an amount in excess of what is currently due to Vendor is deceptive and/or fraudulent, and that damages suffered by TSG from either of the foregoing would be uncertain and/or difficult to quantify. As such, Vendor agrees that if Vendor makes a Claim without first satisfying the notice and cure provisions contained in this paragraph and/or if Vendor seeks an amount in excess of what currently due at the time such notice is provided and/or such Claim is made, then for each incident TSG shall be entitled to liquidated damages from Vendor in an amount equal to 5% of the total amount of this PO for the day the Claim is made and for each day thereafter that such Claim has not been released of record or otherwise withdrawn. Vendor agrees that such amounts do not constitute a penalty but instead a reasonable estimate of actual damages related solely to the making of a Claim and also not as a limitation to, or exclusion of, any other remedy available to TSG.
16. The Vendor agrees that no payment made by TSG pursuant to this PO shall be evidence of the condition of the Goods provided or of satisfactory performance by the Vendor of any services rendered and that no payment by TSG shall be construed as acceptance of defective goods or insufficient services.
17. The Vendor agrees that TSG shall be entitled to payment from Vendor of all reasonable attorneys' fees and costs incurred by TSG in any action to enforce this PO and/or its T&Cs, including but not limited to all reasonable attorneys' fees and costs incurred in relation to any violation by Vendor of the Claim procedure set forth above and/or the pursuit and/or collection of any liquidated or other damages related thereto.

The following covenants apply to public contracts and/or as otherwise required by law.

1. Nondiscrimination.

- a. To the extent required by law in regard to POs issued pursuant to public contracts, Vendor shall comply with applicable law regarding equal employment opportunity, including Ohio Revised Code ("ORC") Section 153.59 and all Executive Orders issued by the Governor of the state of Ohio. Vendor agrees to the following, as required by ORC Section 153.59:
 - i. In the hiring of employees for the performance of services under any PO or contract, neither Vendor nor any person acting on Vendor's behalf, by reason or race, creed, sex, disability, military status, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates.
 - ii. Neither Vendor nor any person acting on a Vendor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of services under a PO on account of race, creed, sex, disability, or military status as defined in ORC Section 4112.01, or color.
- b. Vendor shall cooperate fully with the State's Equal Opportunity Coordinator ("EOC"), with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the contract.
- c. In the event Vendor fails to comply with these nondiscrimination clauses, a deduction from the amount payable to the Vendor constituting a forfeiture of the statutory penalty pursuant to ORC Section 153.60 may result for each person who is discriminated against or intimidated in violation of this section.

2. Affirmative Action. To the extent required by law in regard to POs issued pursuant to public contracts, and to the extent applicable to the job/scope of a PO, Vendor shall comply with the state's Equal Employment Opportunity requirements described under Ohio Administrative Code Sections 123:2-3 through 123:2-9 that include, without limitation, the following requirements: (a) Vendor may be required to demonstrate its good faith efforts to comply with the utilization goals currently established for minority and women employees and submit documentation to the EOC; and (b) by the tenth of each month, the Vendor and all its subcontractors may be required to submit to the EOC via the internet a completed Ohio Construction Contract Information Report - Input Form 29 (I-29) for the preceding month. The form must be submitted through the Ohio Business Gateway: <http://business.ohio.gov/efiling/>.

3. An Equal Opportunity/Access/Affirmative Action/Pro Disabled & Veteran Employer. TSG is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Paragraph 3 constitutes notice that Vendor may be subject to the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52 and the Office of Federal Contract Compliance Regulations at 41 CFR Part 60, which are incorporated herein by reference: (i) FAR 52.222-26 – Equal Opportunity (APR 2015) and 41 CFR 60.1.4(a); (ii) FAR 52.222-21 – Prohibition of Segregated Facilities (APR 2015) and 41 CFR 60-1.8; (iii) FAR 2.222-37 – Employment Reports on Veterans (OCT 2015); (iv) FAR 52.222-35 Equal Opportunity for Veterans (OCT 2015) and 41 CFR 60-300.5(a) (v) FAR 52.222-36 – Equal Opportunity for Workers with Disabilities (JUL 2014) and 41 CFR 60-741.5(a), which provide (and are required to be stated in bold print): "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities." In addition, Executive Order 11246 regarding nondiscrimination in employment decisions, as amended by Executive Order 13665 regarding non-retaliation for disclosure of compensation information, and Executive Order 13496 (codified at 29 CFR Part 471, Appendix A to Subpart A) concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws shall be incorporated herein by reference. As part of TSG's efforts to comply with these requirements, TSG has developed and implemented equal employment opportunity and affirmative action policies and programs designed to ensure that all qualified applicants and employees are treated without regard to such factors as race, color, religion, sex, sexual orientation, gender identity, national origin, disability, veteran status, or any other reason prohibited by law. As one of TSG's vendors or subcontractors, TSG requests that Vendor take appropriate action, as necessary, to support TSG's commitment to these requirements, as required by 41 CFR 60- 300.44(f)(1)(ii) and 60-741.44(f)(1)(ii).

- a. This Paragraph constitutes notice that Vendor may be subject to additional FARs, which are incorporated herein by reference: (a) FAR 52.227-1 -- Authorization and Consent (DEC 2007) and FAR 52.227-2 -- Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007); (b) FAR 52.223-18 – Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011); (c) FAR 52.203-13 – Code of Business Ethics and Conduct (OCT 2015); (d) FAR 52.203-7 – Anti-Kickback Procedures (MAY 2004); FAR 52.203-12 – Limitation on Payments to Influence Certain Federal Transactions (OCT 2010); (f) FAR 52.203-17 – Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014); (g) FAR 52.222-50 – Combatting Trafficking in Persons (MAR 2015); and (h) FAR 52.222-54 -- Employment Eligibility Verification (OCT 2015).
- b. If Vendor is not otherwise subject to compliance with the laws and executive orders specified in this Paragraph the inclusion of this Paragraph 3 shall not be deemed to impose such requirements on Vendor.

If accepted by signature:

VENDOR: _____ PO# _____

By: _____
Signature

Printed Name: _____ Title: _____ Dated: _____