

1. **ORDER/AGREEMENT.** These terms and conditions are made part of the attached purchase order ("Order") issued by Florida Institute of Technology, Inc. ("Florida Tech") to the supplier identified in the Order ("Seller") to purchase certain goods and/or services described in the Order ("Goods"). The Order is binding on the parties when Seller (i) returns written acceptance, (ii) makes any shipment of Goods to Florida Tech, or (iii) accepts the Order in any other manner. The terms of the accepted Order, including these General Terms and Conditions, shall constitute the entire agreement between the parties (collectively the "Agreement"). In the event of a conflict between any of the terms on the face of an Order and those contained in these General Terms and Conditions, the terms on the face of the Order shall control. Any additional terms in any proposal, quotation, invoice, acknowledgement or other communication from Seller are hereby objected to and rejected and shall not be binding on Florida Tech.
2. **PRICE.** The total price of the Goods shall be as stated in the Agreement and unless otherwise specified therein, the price for Goods shall be fixed. No additional charges or assessments of any kind (including, without limitation, freight/shipping charges, packaging charges, surcharges or taxes (other than any applicable sales taxes)) will be allowed unless such charges are clearly specified in the Agreement.
3. **PACKING; SHIPPING.** Seller shall describe, mark and pack Goods in a manner appropriate to ensure the Goods' protection until delivered to Florida Tech.

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

12. INDEMNIFICATION. Seller shall indemnify, defend (with counsel satisfactory to Florida Tech) and hold Florida Tech, its affiliates and subsidiaries, and their respective officers, trustees, employees, successors, assigns, insurers, customers and agents ("Indemnified Persons"), harmless against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which an Indemnified Person may incur in any way related to any Goods, or Seller's performance or negligent acts or omissions, including without limitation claims for personal injury, breach of warranty, infringement, strict liability, property damage, defect, or based on warning, instructions or government action. Seller agrees that its obligations herein shall survive the termination or expiration of the Agreement.
13. COMPLIANCE WITH LAWS. Seller, at its expense, shall comply with all laws, regulations and requirements applicable to Goods, to the supply of Goods to Florida Tech and to Seller's performance hereunder. Seller and its subcontractors shall comply with all wage, workers compensation, equal opportunity and reporting obligations. The Equal Opportunity and Affirmative Action Contract Clauses contained in Section 202 of Executive Order 11246, as amended, 41CFR 60-1.4 and 41CFR 60-250.4 are incorporated in this purchase order by reference. Buyer and Buyer's subcontractors shall abide by the requirements of 41 CFR 60-741.101, which is incorporated herein by reference. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment.
14. LABELING LAWS. Seller shall label containers of all Goods which are known to constitute a health, poison, fire or explosion hazard in accordance with all laws of the state to which such Goods are shipped. In the absence of any such law, Seller shall label such containers in accordance with "American National Standard for Hazardous Industrial Chemical-Precautionary Labeling," published by the American National Standards Institute, Inc.
15. FORCE MAJEURE. Neither party will be held responsible for a breach, delay or failure of performance of any obligation hereunder that results from war, act of God or natural disaster (e.g. fire, earthquake or flood), or governmental action not due to the fault of the party (e.g. embargo).
16. ASSIGNMENT. Seller shall not assign or subcontract any of its rights, duties or obligations under the Agreement without FIT's prior written consent. Such consent, if granted shall not relieve Seller of its obligations under the Agreement.
17. MISCELLANEOUS. Failure to require strict performance of any provision of the Agreement shall not constitute a waiver or default by a party or diminish that party's right to subsequently demand strict compliance therewith. The headings herein are for convenience only and shall not affect interpretation. If any provision of the Agreement, or the application thereof, to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent possible. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to conflict of law provisions thereof). Seller consents to the exclusive jurisdiction of the appropriate federal court in the U.S. District Court for the Middle District of Florida or of the state court in Brevard County, Florida for any legal or equitable action arising out of or in connection with the Agreement. Seller waives any and all objections to venue in such courts.

Request for Taxpayer Identification Number and Certification

^a Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ^a _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Social security number									
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ^a	Date ^a
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

€ Form 1099-INT (interest earned or paid)

€ Form 1099-DIV (dividends, including those from stocks or mutual funds)

€ Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

€ Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

€ Form 1099-S (proceeds from real estate transactions)

€ Form 1099-K (merchant card and third party network transactions)

€ Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

€ Form 1099-C (canceled debt)

€ Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. •Other paymentsŽ include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	

The IRS does not initiate contacts with taxpayers via emails. Also, the