TERMS AND CONDITIONS FOR CATHOLIC RELIEF SERVICES ("CRS") PURCHASE OF GOODS AND/OR SERVICES

1. **Acceptance and Entire Agreement.** The Purchase Order (PO), including any exhibits or attachments, these Terms and Conditions, and any written modifications or Change Orders (collectively "Contract Documents") comprise the complete and final agreement between CRS and Vendor concerning its subject matter, and supersede all prior negotiations, proposals, representations, communications, commitments, understandings, or agreements between the Parties, either written or oral. No other agreement or quotation, Vendor acknowledgement, any document purporting to modify the Contract Documents, CRS' failure to object to additional provisions in or attached to any invoice, acknowledgment or PO or other document submitted by Vendor (regardless of whether the Vendor's forms indicate that the terms and conditions therein contained are controlling and cannot be varied),will be binding upon CRS unless made in writing, signed by an authorized representative of CRS' Purchasing Department issuing the PO and made a formal attachment of the PO. Captions are inserted only for convenience and are not to be construed as part of the Contract Documents.

2. **Changes.** CRS may at any time, make changes by written Change Order within the general scope of the PO as to: items to be provided or services to be performed; method of shipment or packing; and schedule and place of delivery and/or completion of services. If any such change causes an increase or decrease in the cost of, or the time required for performance of this PO, an equitable adjustment shall be made by written amendment to this PO. Nothing shall excuse the Vendor from proceeding with the PO as changed. Vendor agrees that any Change Order accepted by CRS in writing constitutes a full and final settlement and accord and satisfaction of all effects of the change upon all aspects of the Contract Documents.

3. **Packaging.** All items shall be suitably packed, marked (each package marked with CRS' order number, PO number and package total) and shipped in accordance with the requirements of common carriers and in a manner that will prevent damage in transit. CRS is not liable for extra charges for packing or any other expense related thereto unless stated in the PO. Vendor shall route shipment in accordance with instructions issued by CRS' Purchasing Department. Order Number, PO Number and package numbers shall be shown on Packing Slips, Bills of Lading and invoices. Packing Slips must accompany each order. Vendor shall describe items on Bill of Lading or other shipping receipt.

4. **TIME IS OF THE ESSENCE IN VENDOR'S PERFORMANCE OF THE PURCHASE ORDER**.

5. **Title.** Legal and beneficial title to, and risk of loss or damage for, each good shall transfer from Vendor to CRS upon delivery of the goods to the place of delivery indicated on the face of the PO, unless otherwise expressly noted on the face of the PO.

6. **Warranties, General**. Vendor warrants that the goods or services covered by this PO shall conform to the specifications, drawings, samples or other description furnished or specified by CRS, or furnished by Vendor and accepted by CRS, and will be merchantable, of good material and workmanship and free from defect, latent or patent. All warranties are in addition to any other rights of CRS and shall survive inspection, delivery, acceptance and payment. Without relieving Vendor of any of its obligations under the PO, Vendor shall assign in full and without cost to CRS, all warranties from Vendor's subcontractors that are applicable to the goods and/or services performed under the PO and deliver such assigned warranties with the goods and/or services.

Goods. Without excluding other warranties and in addition to any warranties expressly provided in the Contract Documents and any rights and remedies at law or in equity, Vendor expressly represents and warrants that: (1) all the goods supplied hereunder are assembled with new and original components (unless otherwise stated in PO); (2) Vendor will convey good and marketable title to each good upon delivery; and (3) for a twelve (12) month period after acceptance by CRS, each good shall meet or exceed the specifications set forth in the applicable PO, be free of defects in design materials and workmanship, and be of good and merchantable quality. Vendor shall promptly repair or replace (in CRS' discretion) at Vendor's cost and expense any good in breach of any of the foregoing warranties. In the event that any good is returned by CRS due to breach of warranty, Vendor shall at its sole expense, pay to have such good shipped back to Vendor regardless of current location, or reimburse CRS for the costs of such return shipping (in the sole discretion of CRS); and repair or replace (in CRS' discretion) such good within five (5) business days after receipt of notice of breach of warranty. Each good replaced or repaired under warranty shall be further warranted as if it were a new good. Vendor further warrants that the items covered in the PO are in compliance with all applicable Federal, State and local laws, rules, regulations and directions and are free from any claim of any third parties.

Services. Vendor represents and warrants that all Services performed under this PO will be performed to the satisfaction of CRS in a skillful, professional and workmanlike manner and will conform to the specifications set forth in this PO. Vendor will promptly correct any nonconformities and will notify CRS in writing that any such nonconformities have been corrected.

7. Termination. CRS may terminate the PO or any part thereof, at anytime: (a) at its convenience and without fault of Vendor upon twenty (20) days written notice; (b) immediately in the event that Vendor fails to cure a material breach within ten (10) days after receipt of notice of breach; (c) immediately in the event that Vendor fails to make any delivery in accordance with the agreed delivery date; (d) immediately in the event Vendor is subjected to any proceedings by or against it in bankruptcy or insolvency, for appointment of a receiver or trustee, or for an assignment for the benefit of its creditors. Any notice under this Paragraph 7 shall be effective either when delivered personally to the Vendor, or five (5) days following deposit of such notice into the U.S. mail (certified mail, return receipt requested, or first class postage prepaid), facsimile (with confirmation of delivery) or overnight delivery services (with confirmation of delivery). CRS shall pay for all goods and services delivered, and/or completed and

accepted by CRS at the time of termination. Upon receipt of notice of termination, Vendor shall cease performance of any delivery of good or service under this PO.

8. **Payment.** In the absence of contrary payment terms in the PO (in which case the terms of the PO will control), the amount properly payable under the Contract Documents, will be paid by CRS within thirty (30) calendar days after receipt and acceptance of the goods and/or services by CRS and an invoice therefor provided that CRS does not dispute any part of the requested payment. Amounts paid under the PO shall be invoiced by Vendor and paid by CRS in U.S. dollars.

9. **Acceptance.** Payment for the goods and/or services described in this PO does not constitute acceptance of the goods or services. All goods and/or services are subject to CRS' inspection and rejection upon receipt of the good or completion of the service. Unless otherwise provided on the face of the PO, upon delivery of the good or completion of the service, CRS will have the right to the testing of the goods (including each component thereof) and inspection of the services performed up to forty-five (45) days after delivery of the good. CRS reserves the right to accept or reject, in whole or in part, partial or excess deliveries of goods.

10. **CRS Property.** In the event that CRS has provided to Vendor any property for the Vendor's performance under the PO, the property of CRS shall remain the property of CRS. CRS property shall be plainly marked to show it is the property of CRS and safely stored in a manner to protect such property. Vendor, in the performance under the PO, may not substitute other property to perform under the PO. Vendor may not use CRS property except in filling the requirements of this PO. CRS retains the right, in addition to other rights provided by law, to enter and remove CRS property with or without a court order. Vendor shall assume all risk of loss of CRS property and shall indemnify CRS against any and all liability for damages to property, and/or injury to or death of any person, which may arise from, be incidental to the presence of, or involve the use of CRS property, whether such damage, injury or death is caused by defects in the property, negligence in the use of or otherwise. In the event of damages to CRS property, Vendor will replace the property with an equivalent item or reimburse to CRS the value of the property, at the discretion of CRS.

11. **Assignment.** Vendor shall not assign or transfer its rights, any duties or delegate or sublet its performance or any duties hereunder, in whole or in part, without the prior written consent of CRS. Any attempted assignment without CRS' prior written consent shall be void and constitute a material breach of the Contract Documents. This Agreement shall inure to the benefit of, and be binding upon the Parties, their respective successors and permitted assigns.

12. Unless authorized by CRS in writing, the name of Catholic Relief Services-USCCB or any of its subsidiaries or affiliates will not be used in Vendor's advertising.

13. **Force Majeure.** If performance by CRS or Vendor is prevented, restricted, interfered with or delayed by reason of Force Majeure, the Party claiming inability to perform, shall be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance whenever such causes are removed. "Force Majeure" means: acts of God; acts, regulations, orders, decrees, or laws of any government or agency thereof that are not due to or caused by any action or inaction of the Party affected; war; civil commotion; labor disturbances; epidemic; or failure of suppliers, public utilities or common carriers which in any such case are beyond the reasonable control of the Party claiming the benefit of Force Majeure. The Party affected by such Force Majeure condition shall promptly notify the other Party of the existence of such condition, its effect on the ability to perform, and its anticipated duration. In CRS' sole discretion, in the event that Vendor fails or is unable to make any delivery or deliveries of products sold and/or services performed hereunder when due, or under same conditions as when the order was placed, CRS may, upon five (5) days written notice, terminate this PO and all obligations thereunder.

14. **Records and Audit.** Vendor shall and shall ensure that its subcontractors shall, maintain a true and correct set of records according to generally accepted accounting principles for a period commencing upon the execution of the PO and expiring three years after completion of Vendor's performance under the PO, or such greater period required under applicable law. At any time during this period and upon request by CRS, Vendor shall cooperate fully with CRS and provide CRS with relevant records including proof of required licenses and permits, if applicable. CRS may inspect those records and audit Vendor's compliance with this PO on Vendor's premises during normal business hours, and may reproduce such records and retain copies. The right to audit shall include subcontractors in which goods or services are subcontracted by Vendor.

15**. Indemnification.**

a. **Intellectual Property.** Vendor agrees to defend, indemnify and hold harmless CRS, its affiliates and their respective customers, officers, directors, and employees for all damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of any and all claims that any good and/or service infringes a patent, copyright, trade secret or other intellectual property right. If such claim is made, or appears likely to be made, Vendor agrees to procure for CRS and its affiliates ownership of each good at no additional cost to CRS or its affiliates as required by the PO; or modify the good so that it becomes non-infringing, provided that substantially the same function is performed by the modified good. If CRS determines that the foregoing is not reasonably available, in addition to the foregoing obligation to indemnify and without limiting any other rights and remedies available to CRS, CRS may return the good to Vendor in exchange for a full refund of all fees and expenses paid for such good, related services and dependent goods.

b. **Breach/Negligence.** Vendor agrees to defend, indemnify and hold CRS and its affiliates and their respective officers, directors and employees harmless from and against any and all claims, damages, expenses (including reasonable attorneys' fees)

and liability arising out of: (1) Vendor's breach of the PO; and/or (2) the negligent acts or omissions or intentional wrongdoing of Vendor's employees, subcontractors or agents. In the event that the PO covers services performed on property owned by a third party, Vendor agrees to indemnify and hold harmless the property owner to the same extent it agreed to do so as to CRS.

c. CRS shall have the right, but not the obligation to control the defense or settlement of any claim or lawsuit covered by Vendor's indemnity, and at CRS' option, Vendor shall at Vendor's expense: (1) defend all actions based thereon, or (2) pay CRS all attorney's fees, consultant fees and all costs and other expenses arising from the defense and settlement thereof.

16. **Insurance.** Where applicable, Vendor agrees to procure and maintain adequate liability insurance to cover all performance under the PO at its own expense, protecting both Vendor and CRS as to any claims for bodily injury, including death, and claims for damages to property which may arise both out of and during Vendor's performance under this PO. All policies required herein shall expressly waive subrogation against CRS and its indemnities. Vendor's obligations and potential liabilities are expressly agreed and understood not to be limited by any insurance maintained or required to be maintained by Vendor.

All insurance companies must be authorized to do business in the state where the PO is to be performed, with an A.M. Best Buyer Inc., or equivalent rating of A-VIII or better or otherwise acceptable to CRS. The Policies maintained shall be primary to policies purchased and maintained by CRS, and shall provide the following insurance levels. Insurance must be for a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Vendor is further responsible to provide Worker's compensation insurance, payroll taxes, and unemployment insurance on behalf and for the employees engaging in the performance of this PO of not less than the minimum statutory requirements. Prior to the commencement of any work on CRS property or the property of others on behalf of CRS, Vendor shall furnish to CRS an insurance certificate that demonstrates that this coverage has been procured and will remain in force and effect until the services have been completed and accepted. Failure to maintain such insurance coverage shall constitute a material breach of the PO.

17. **Law, Forum and Language.** This Agreement shall be governed by the laws of the State of Maryland, USA, without regard to any conflict of laws provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from this PO. In the event of any dispute or controversy arising under or relating to the Contract Documents, or in the event any ruling, finding or other legal determination is required or desired under the Contract Documents, then both Parties agree to submit to the exclusive jurisdiction of the State and/or federal courts located within the State of Maryland. Notwithstanding the foregoing, either Party may enforce any judgment rendered in such court in any court of competent jurisdiction. In the event any action is filed in relation to the PO, the Party which does not prevail in such action shall pay the reasonable attorneys' fees and other costs and expenses, including investigation costs, incurred by the prevailing party. The Parties have agreed to execute the PO in the English language. In the event of any dispute in connection with the PO, the English language version of the PO will control for all purposes. Any action brought under the PO shall be conducted in the English language.

18. **Waiver and Severability.** The failure by either Party to invoke or enforce any provision of the PO shall in no way be considered a waiver of such provisions or in any way affect the validity of the PO. Any PO provision that is prohibited or unenforceable in a jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

19. **Independent Contractor Status.** At all times in the performance under the PO, Vendor shall operate as an independent contractor and not as an agent of CRS. Neither Vendor nor any subcontractor of Vendor shall be deemed to be agents, representatives or employees of CRS for any purpose whatsoever.

20. **Conformance with Laws.**

a. In the performance of the PO, Vendor at its expense, shall comply and warrant that any performance provided hereunder, work site clean-up, disposal of any waste products, as well as the packaging and transportation of any good or item for performance under the PO complies with all applicable federal, state, and local laws, rules, regulations, codes, standards and ordinances, including those promulgated by OSHA, EEOC, and EPA or any other federal, state and local authorities, and those codes and regulations set forth in the PO (Applicable Law). In the event of any conflict or inconsistency between any such Applicable Law, the Applicable Law imposing the greater obligation on the part of the Vendor shall control. Without limiting the foregoing, Vendor, and each of its subcontractors, agents and employees, shall comply with all provisions of the Foreign Corrupt Practices Act of the United States (15 U.S.C. 78dd-1 and 2) in the performance of the work, and shall not take any action that could result in CRS, or any of its affiliates becoming subject to any action, penalty, or loss of benefits under such Act.

b. **Products Free from Unsafe and Harmful Conditions.** In addition to any other representations or warranties herein made and set forth, and not in limitation thereof, the Vendor hereby certifies that at the time of delivery the products, supplies and/or equipment delivered to CRS hereunder are free from unsafe and harmful conditions and comply with all applicable federal, state and local safety and health laws. In the event a good sold to CRS does not so conform to all applicable federal, state and local safety and health laws, CRS may return the good for correction or replacement at Vendor's expense. Services performed by the Vendor that do not conform to all applicable federal, state and local safety and health laws and/or regulations must be corrected by Vendor at Vendor's expense or in the sole discretion of CRS, by CRS at Vendor's expense if the Vendor fails to make the

appropriate correction within twenty-four (24) hours of notice of such nonconformity.

c. **Products and materials containing asbestos, lead, lead-based paint, or chlorofluorocarbons** shall not be used, shipped or delivered to CRS' location, without CRS' prior, express, written authorization. The Contract Documents are not to be construed as express written authorization unless such products and materials are expressly described on the face of the PO as containing such hazardous materials. Prior to the commencement of any work under the PO, the shipment of any such goods or the use of any hazardous chemicals as defined under any regulations relating to OSHA and any applicable state regulation, Vendor shall provide CRS with Material Safety Data Sheets (MSDS) for all such products and chemicals used by Vendor on the work site, incorporated into the work, required for the installation of the Work or shipped to CRS, and Vendor agrees to advise all workers of the use of such products by Vendor in the performance under the PO.

d. **Failure to Operate Safely and Comply with Laws.** Vendor shall indemnify and hold harmless CRS for any costs and expenses CRS incurs as a result of Vendor's failure to operate safely and comply with such laws. Vendor shall promptly notify CRS of any of the following to the extent it results from or in any way is associated with the performance of the work under this PO: (1) any accident or occurrence involving damage to CRS or third-party property; (2) any illness or injury suffered by Vendor's personnel; or (3) any spills or releases of hazardous or toxic materials. Failure to comply with the requirements of this Paragraph 20 shall be a material breach of the Contract Documents.

21. **Non Discrimination in Employment.** Vendor warrants that it will not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. Vendor is on notice that CRS may utilize federal funding for the purchase of the goods and/or services under the PO. Vendor is therefore, unless otherwise exempt, deemed to have assumed the obligation of compliance, and has complied with, Executive Order 11246, as amended by E.O. 11375, and as supplemented by regulations at 41 CFR part 60, as well as the Armed Services Procurement Regulations (ASPR 12-802 and 12-803) as incorporated into and amended by the Defense Acquisition Regulation (DAR). Vendor further agrees to comply with the provisions of the Rehabilitation Act of 1973, as supplemented by regulations at 20 CFR 741 *et seq*.

22. **Shipments Across National Borders.** For all Purchase Orders requiring Vendor to pass goods and/or services across national borders, Vendor represents and warrants that it shall comply with all applicable laws and regulations of the U.S., foreign countries, and international bodies regarding customs, export and import as well as other laws regarding international actions, including but not limited to the U.S. Export Administration Regulations (EAR), Country and List-Based Sanctions programs administered by the U.S. Treasury's Office of Foreign Assets Control (OFAC), the International Traffic in Arms Regulations (ITAR), and laws prohibiting bribery (such as U.S. Foreign Corrupt Practices Act), all as may be amended from time to time. Vendor further agrees to provide, prior to the time of receipt of the good by CRS, the true and correct U.S. Export Classification Control Number (ECCN) for each good, or confirm that the good is controlled pursuant to the ITAR. Where required by the regulations, Vendor agrees to obtain the necessary export licenses from the U.S. Department of State or the U.S. Department of Commerce as appropriate. If the shipment is to be made to a person, organization or country subject to controls by OFAC, then Vendor agrees to maintain the risk of loss and to hold such shipments at no cost to CRS until it receives written authorization from CRS to make such shipments.

23. **Additional Certifications. By any affirmative act pursuant to and in furtherance of the terms of this PO, Vendor certifies, represents and/or warrants the following:**

a. **Debarment and Suspension.** Vendor certifies that neither it is nor its principals are presently excluded or disqualified from participation in this transaction by any U.S. Federal department or agency;

b. **Denied Nationals or Persons.** Vendor represents and warrants that it is not a national of or located in any country embargoed by the U.S. or on the *Specially Designated Nationals List, Denied Persons List* or any similar restricted lists maintained by the U.S.

c . **Anti-Terrorism.** U.S. Executive Orders and U.S. Law prohibit transactions with, and provision of resources and support to, individuals and organizations associated with terrorism. Vendor represents and warrants that it does not engage in or support, directly or indirectly, acts of terror. It is the legal responsibility of Contractor to ensure compliance with these orders and laws and to use reasonable efforts to ensure that it does not support or promote violence, terrorist activity or related training, or money laundering.

d. **Intellectual Property Rights of Others.** Vendor represents and warrants that neither any services nor any goods provided under the PO or on behalf of CRS shall infringe, misappropriate or otherwise violate the patent, copyright, trade secret or other intellectual property rights of any third party whatsoever, including but not limited to any U.S. or foreign Letters of Patent.

24. **Survival.** Paragraphs 6, 7, 10, 12, 14, 15, 17, 20 and 23 survive termination or expiration of the PO, in addition to any other provisions, which by their nature should or by their express terms do, survive beyond the termination or expiration of the PO.