

These Purchase Order Terms & Conditions (these “**Terms**”) apply to any purchase order issued by Church World Service, Inc. (“**CWS**”) except where there exists a written agreement signed by authorized representatives of both parties governing the subject matter of the Purchase Order (PO), in which case these Terms shall have no force and effect. In the absence of such written agreement, these Terms shall govern the delivery and/or performance of Items purchased or otherwise acquired pursuant to the PO. By accepting the PO in writing or by fully or partially delivering or performing the Items under the PO, Contractor, as defined below, indicates its binding acceptance of these Terms.

A. DEFINITIONS. The following words shall be defined as set forth below:

1. “**Contractor**” means the provider of the goods and/or services under the PO, specifically identified as “Vendor” on the PO document, including any and all agents, officers, employees, and subcontractors thereof.

2. “**Contractor’s Response**” means Contractor’s submitted response to the RFX defined in Section 5 below, including any modifications or clarifications, explicitly accepted by CWS in writing.

3. “**Item(s)**” means any good, service, or other deliverable specifically identified in the “Item Description” column on the PO document to be purchased or otherwise acquired pursuant to the PO.

4. “**PO**” means the purchase order issued by CWS to Contractor for which these Terms apply. As used in these Terms, “PO” includes the PO document; any exhibits, attachments, or Incorporated Documents attached to or incorporated in the PO document; these Terms; and any Change Orders issued by CWS in accordance with Section C of these Terms during the performance of the PO.

5. “**RFX**” means the Invitation to Bid (ITB), Request for Quote (RFQ), Request for Proposal (RFP), or other solicitation document (and any amendments or addenda thereto) used to solicit the goods, services, and/or other deliverables that are subject to the PO.

B. INCORPORATED DOCUMENTS. In the event the PO is issued with reference to an RFX or Contractor’s Response (collectively, “**Incorporated Documents**”), the terms, conditions, and specifications of such document(s) are hereby incorporated by reference and made a part hereof just as if they had been fully set out herein. In the case of any conflict among the specific provisions of the PO document, these Terms, and any Incorporated Documents, such conflict shall be resolved by giving priority to the PO document, then to these Terms, then to the specific provisions of the RFX, and then to the specific provisions of the Contractor’s Response.

C. CHANGES. CWS may issue changes within the general scope of the PO at any time, including modifications to the goods to be delivered or services to be performed or the quantity thereof, the 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 the PO, an equitable adjustment shall be made by written amendment to this PO (“**Change Order**”) issued to Contractor by CWS. Contractor agrees that any Change Order issued by CWS constitutes a full and final settlement, accord, and satisfaction of all effects of the change upon all aspects of the PO.

D. ENTIRE AGREEMENT. The PO comprises the complete understanding and final agreement of the parties with respect to the subject matter of the PO and supersedes and cancels all prior representations, agreements, and understandings, either oral or

written, with respect to such matters. No pre-printed terms and conditions or purported modifications to the PO contained in or included with a quotation, invoice, or any other Contractor form (regardless of whether such forms indicate that the terms and conditions therein contained are controlling and cannot be varied) will be binding on CWS or affect the PO in any way unless made a part of the PO as an exhibit, attachment or Incorporated Document or as a Change Order made in accordance with Section C of these Terms.

E. TRANSFER OF RIGHTS, TITLE AND INTEREST & RISK OF LOSS.

Contractor will bear all risk of loss, damage, or destruction to the Goods, in whole or in part, occurring before final acceptance by CWS at the delivery location; For good cause and as consideration, Contractor hereby conveys, sells, assigns, and transfers to CWS all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the laws of the United States (U.S.) relating to the goods, services, and/or other deliverables purchased or otherwise acquired by CWS pursuant to the PO.

F. PERIOD OF PERFORMANCE. The period of performance for the PO shall begin and end on the dates specified in the PO document (or upon completion of all deliverables if no end date is specified), unless earlier terminated or changed in accordance with these Terms. Any work performed by Contractor (i) prior to the start of the period of performance of the PO; or (ii) following the termination or expiration of the period of performance of the PO, shall be at Contractor’s sole risk and shall be without any obligation of payment or compensation whatsoever by CWS to Contractor.

G. DELIVERABLES

1. **Specifications; No Substitutions.** All deliverables provided by Contractor to CWS pursuant to the PO shall comply with the specifications contained in the PO. No substitution of any Item required by the PO will be accepted without the prior written consent of CWS.

2. **Shipment and Delivery.** All Items requiring physical delivery shall be shipped F.O.B. destination, freight prepaid to the address on the PO document. In the event CWS, in its sole discretion, provides shipping terms other than F.O.B. destination, Contractor’s invoice shall provide shipping or freight charges as separate line items. All Items shall be at Contractor’s risk until delivered and accepted by CWS. All Items shall be subject to inspection upon delivery. Hidden damage will remain the responsibility of Contractor to remedy without cost to CWS, regardless of when the hidden damage is discovered. Contractor shall also include the PO number on all packing lists and shipping labels.

3. **Shipments Across National Borders.** In the event the PO requires Contractor to physically ship Items across national borders, Contractor 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. Contractor shall provide, prior to the time of receipt by CWS, the true and correct U.S. Export Classification Control Number (ECCN) for each Item or confirm that the Item is controlled pursuant to the ITAR. Where required by the regulations, Contractor agrees to obtain all 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, Contractor shall maintain the risk of loss and shall hold such shipments at no cost to CWS until it receives written authorization from CWS to make such shipments. Pursuant to Article 6 of the United Nations Convention on the on Contracts for the International Sale of Goods (UN Convention), CWS and the Contractor expressly and irrevocably agree that the UN Convention shall not Apply to this Purchase Order.

4. Non-Exclusive Rights and No Minimums Guaranteed. The PO is not exclusive. CWS reserves the right to select other contractors to provide goods, services, or other deliverables similar to the Items purchased or otherwise acquired pursuant to the PO during the performance of the PO. The PO does not guarantee any minimum level of purchases unless otherwise stated.

H. COMPENSATION

1. Pricing. Unless otherwise stated on the PO document, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to applicable freight, insurance, fuel surcharges and customs duties. In the event prices are stipulated as estimated by the PO, the estimated prices set forth on the PO document shall represent the maximum amount of payment or compensation that Contractor shall be entitled to receive and CWS shall be obligated to remit under the PO. CWS reserves the right, in its sole discretion and without obligation or penalty, to refuse to pay any invoiced amounts in excess of the firm and fixed prices, or, alternatively, the estimated prices on the PO document not agreed to in the form of a written Change Order made in accordance with Section C of these Terms. Unless otherwise stated in the PO, Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the PO.

2. Overpayments and Offsets. CWS, in its sole discretion and to the extent permitted by law, may recover and offset any payments made to Contractor in error for any reason under this PO, including, but not limited to, overpayments or improper payments, or unexpended or excess funds received by Contractor (collectively, "Overpayment(s)"), by deduction from subsequent payments under this PO, by deduction from any payment due under any other purchase order, contract, grant, or agreement between CWS and Contractor, or by any other appropriate method for collecting debts owed to CWS. CWS' right to offset Overpayments as provided in this Section shall be in addition to any other rights or remedies available to CWS under this PO or at law, in equity, or otherwise.

3. Invoice and Billing Requirements. CWS will only accept an itemized invoice for Items that have been delivered and accepted in accordance with these Terms CWS will have no obligation to

pay an invoice submitted after 60 days or to pay an invoice amount that CWS disputes in a written notice to Contractor. Invoices shall be delivered to the location specifically identified address on the PO document and shall, at a minimum, contain the PO Number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price. Each invoice must refer to one, and only one, PO. Failure to comply with this Paragraph H.2 may result in payment delays.

4. Payment Terms. Unless otherwise stated on the PO document, CWS will remit payment to Contractor within sixty (60) calendar days of CWS's receipt of an undisputed invoice or Contractor's full delivery and/or performance of the Items invoiced, whichever is later.

5. Currency. Unless otherwise stated on the PO document, all amounts under the PO shall be calculated, invoiced, and paid in U.S. dollars (USD).

6. Prompt Payment Discount. Any prompt payment discount must be clearly identified on Contractor's invoice. Time, in connection with any discount offered, will be computed from the date of complete delivery and acceptance of all Items ordered by CWS, or from the date an undisputed invoice is received, whichever is later.

7. Taxes. Contractor understands and agrees that CWS is and shall be treated as a tax-exempt entity. CWS will provide Contractor with a certificate of tax exemption upon request. All invoices shall exclude taxes that are excludable under CWS's tax exempt status.

8. Delay of Payment Due to Contractor's Failure. If CWS determines, in its sole discretion, that Contractor has failed to deliver or perform any Item as required by the PO, Contractor shall not be entitled to any compensation under the PO until such Item is delivered or performed. In this event, CWS may withhold that portion of Contractor's compensation which represents payment for any Item(s) not performed or delivered.

I. TERMINATION

1. Right of Termination. CWS shall have the right to terminate the PO or any part thereof, at any time: (a) at its convenience and without fault of Contractor upon twenty (20) days written notice; (b) immediately in the event Contractor fails to cure a material breach within ten (10) days after receipt of a notice of breach; (c) immediately in the event Contractor fails to make any delivery in accordance with the agreed delivery date(s); (d) immediately in the event Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law; and (e) immediately in the event CWS reasonably believes continued performance under the PO would be illegal or would cause damage to the property or reputation of CWS or its affiliates. For the purposes of this Section I, all notices from CWS to Contractor shall be effective either when delivered personally to Contractor, through electronic mail or other means of electronic transmission, or five (5) days following deposit of such notice into the U.S. mail (certified mail, return receipt requested, or first-class postage prepaid) or overnight delivery services (with confirmation of delivery).

2. Payment Limitation in Event of Termination. In the event of termination of the PO for any reason by CWS, CWS shall pay only those amounts, if any, due and owing to Contractor for Items actually rendered up to and including the date of termination of the PO and for which CWS is obligated to pay pursuant to the PO. Payment will be made upon submission of invoices and proper proof of Contractor's claim. This provision in no way limits

the remedies available to CWS under the PO in the event of termination.

3. Contractor's Termination Duties. Upon receipt of notice of termination or upon request of CWS, Contractor shall cease work under the PO and take all necessary or appropriate steps to limit disbursements and minimize costs. Contractor shall immediately cease using and return to CWS any personal property or materials, whether tangible or intangible, provided by CWS to Contractor. Further, the Contractor shall immediately return to CWS any payments made by CWS for Items that were not delivered or rendered by the Contractor.

J. INDEMNIFICATION. Contractor agrees to indemnify, defend, and hold harmless CWS, its directors, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") from and against all liabilities, losses, damages, costs, and expenses (including payment of reasonable attorney's fees) resulting from CWS or any third party claims arising out of (i) Contractor's breach of the PO; (ii) any negligent act or omission or willful misconduct of the Contractor or its officers, agents, employees, or subcontractors while carrying out the obligations pursuant to the PO; and (iii) any alleged infringement of a patent, copyright, trade secret, or other intellectual property right.

K. INSURANCE. Contractor shall at all times during the performance of the PO maintain continuous adequate liability insurance coverage, which, unless otherwise stated in the PO, shall include, at a minimum, Worker's Compensation in accordance with the minimum applicable statutory limits and Commercial General Liability, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. Contractor shall include "Church World Service, Inc." as an additional insured under the commercial general liability policies. Prior to beginning performance under the PO and at any other time upon request, Contractor shall provide CWS with a Certificate of Insurance evidencing Contractor's compliance with its obligations under this Section K of these Terms.

L. WARRANTIES

1. Warranties. Without excluding other warranties and in addition to any warranties expressly provided in the incorporated documents and any rights and remedies at law or in equity, Contractor represents and warrants that: (1) all Items rendered by Contractor to CWS will conform to the specifications set forth in the PO; (2) any services performed under the PO shall be performed on a timely basis in a professional, good and workmanlike manner to the satisfaction of CWS, conforming to the standards of care, skill, diligence, performance, and safety customarily exercised by competent professionals performing services similar to those contemplated by the PO; and (3) any goods delivered or used by Contractor under this PO shall be assembled with new and original components (unless otherwise stated in the PO) and unless otherwise agreed on by the parties, Contractor shall provide a 12 month warranty on all goods which shall begin after acceptance by CWS. Goods shall remain free from any defects in design, material, or workmanship, and, shall be of good and merchantable quality. In the event of defect, Contractor to promptly repair or replace, at CWS's option and at Contractor's expense any Item in breach of any of the foregoing warranties.

2. Originality and Title to Concepts, Materials, and Goods Produced. Contractor represents and warrants that all the concepts, materials, goods and/or services produced, or provided to CWS pursuant to the terms of the PO shall be wholly original with the Contractor or that Contractor has secured all applicable

interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. Contractor represents and warrants that title to any property assigned, conveyed, or licensed to CWS is good and that transfer of title or license to CWS is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

3. Authority to Enter into Contract. Contractor represents and warrants that it has full authority to enter into the contract of the PO and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber, or interfere with the rights granted to CWS.

M. CONFIDENTIALITY

1. Confidential Information. The term "Confidential information" means all non-public verbal, written, or digital data or information whether of a technical, business, financial, or other nature, or that which is designated as confidential or reasonably should be understood to be confidential, that is or may be disclosed or imparted by CWS to Contractor, including the PO, in anticipation of or during the performance of the PO.

2. Duty of Non-disclosure. To the extent allowed by law, Contractor shall not disclose to any third party, and shall use best efforts to prevent others from disclosing, any Confidential Information, or any aspect thereof, obtained by Contractor and shall keep and maintain such Confidential Information in strict confidence. Nothing in these provisions shall limit or shall be deemed to limit the Contractor from reporting any allegation of fraud, waste, abuse, or illegality to any governmental official.

3. NDAs. Some services performed for CWS may require Contractor or Contractor's assigned personnel (including without limitation subcontractors) to sign a non-disclosure agreement. Contractor understands and agrees that refusal or failure to sign such non-disclosure agreement, if requested by CWS, may result in immediate termination of the PO.

N. CONTRACTOR CERTIFICATIONS. Contractor certifies, represents, and warrants the following:

1. Debarred, Suspended and Ineligible Status. Contractor certifies, represents, and warrants that neither Contractor nor any of its subcontractors have been debarred, suspended or declared ineligible by any U.S. Federal department or agency. Contractor will immediately notify CWS if Contractor or any of its subcontractors is debarred by any state government agency relevant to the performance of the PO or is placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by any U.S. Federal department or agency.

2. Denied Nationals or Persons. Contractor certifies, 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.

3. Foreign Corrupt Practices. Contractor certifies, represents, and warrants that it 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 PO, and shall not take any action that could result in CWS, or any of its affiliates becoming subject to any action, penalty, or loss of benefits under such Act.

4. 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. Contractor certifies, 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.

O. Right to Audit. CWS shall have the right to audit Contractor's records related to the performance of this Agreement. Such audits may be conducted by CWS or its authorized representatives at reasonable times during normal business hours upon providing fifteen (15) days' written notice to Contractor. CWS shall have the right to examine such books, accounts, and records and all other documents and material in the Contractor's possession or under its control that relate to this Agreement. All such books, accounts, and records shall be kept available for at least three (3) years after the termination of expiration of this Agreement. The purpose of such audits is to ensure compliance with the terms of this Agreement.

P. MISCELLANEOUS.

1. Compliance . (i) Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, codes, standards, and ordinances (including those promulgated by OSHA, EEOC, EPA, or any other federal, state, or local authority), now or hereafter in effect during the performance of the PO.

(ii) Contractor shall comply with the CWS Child Safeguarding and Anti Human Trafficking policies.

2. Third Party Beneficiaries. There are no third-party beneficiaries to the PO. The PO is intended only to benefit CWS and Contractor.

3. Independent Contractor/No Joint Venture. At all times in the performance of the PO, Contractor shall operate as an independent contractor. Nothing in the PO shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the PO. No employee of the Contractor shall be deemed to be an employee of CWS.

4. Dispute Resolution. In the event that a dispute arises between the parties as to any aspect of the PO or its performance, the parties agree to endeavor to resolve the dispute through informal negotiations between the parties. If the Parties are unable to resolve the dispute amicably within fourteen days, either party may bring a legal action against the other in a court of competent jurisdiction in New York County, New York. The Parties irrevocably consent to the jurisdiction of the courts of New York County, New York to the exclusion of all other jurisdictions. The Parties consent to the jurisdiction in New York County, New York and warrant that no jurisdictional defense or defense based on forum non convenience will be raised by either party. The PO is governed by and construed in accordance with the laws of the State of New York, without regard to choice of law provisions.

5. Notice. Unless otherwise stated elsewhere in the PO, all notices related to the PO shall be in writing and delivered to the relevant party's address(es) specified on the PO document.

6. Severability. If any provision of the PO is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the PO.

7. Time is of the Essence. Time is of the essence with respect to the performance of the PO unless otherwise stated in the PO.

8. Force Majeure. Neither party will be liable to the other party for nonperformance resulting from labor strikes, riots, wars, acts of governmental authorities preventing performance, pandemics, epidemic, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

9. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS), REGARDLESS OF WHETHER THE OTHER PARTY WAS AWARE OF SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE PROVIDED IN THE PO, CWS'S LIABILITY TO CONTRACTOR FOR ANY CLAIM OF DAMAGES ARISING OUT OF THE PO SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE PO.

The foregoing limitations in this Subsection shall not apply to Contractor's obligations under Section J (Indemnification), Section M (Confidentiality), or for Contractor's liability for loss or damage to CWS data, equipment, or other property while such data, equipment, or other property is in the sole care, custody, and control of Contractor. Contractor hereby expressly agrees to assume all risk of loss or damage to any such CWS data, equipment, or other property in Contractor's care, custody, and control.

10. Rights to Materials. In the event the PO requires the production of printed and/or audio-visual items, all cuts, negatives, positives, artwork, plates, engravings and other materials or content, tangible or intangible, without limitation, furnished by CWS or otherwise used in or resulting from any the production of printed and/or audio-visual items, are and shall remain CWS property and must be delivered to CWS with the Items.

11. Assignment. The PO may not be assigned, transferred or conveyed in whole or in part without the prior written consent of CWS. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

12. Use of Name or Intellectual Property. Contractor shall not use CWS's name or trademarked properties, such as CWS's service marks, trade names, seals, symbols, designs, slogans, and logotypes, in any manner, including but not limited to commercial advertising or as a business reference, without the prior express written consent of CWS.

13. Waiver. No claim or right arising out of a breach of the PO can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. Survival. Any provisions which by their nature are intended to remain in full force and effect beyond the termination or expiration of the PO, including without limitation any indemnifications, limitations of liability, confidentiality, and warranties, shall survive the termination or expiration of the PO.

15. EOE Statement. Contractor is on notice that CWS may utilize federal funding to acquire the Items under the PO. Therefore, unless otherwise exempt, Contractor is deemed to be an Equal Opportunity Employer which has assumed the obligation of compliance, and has complied with, Executive Order (E.O.) 11246, as amended by E.O. 11375,

[End of Purchase Order Terms and Conditions]