



PURCHASE ORDER TERMS AND CONDITIONS

1. **Terms.** The terms and conditions included in the Purchase Order and contained herein represent the entire agreement between Holmes Drafting Solutions, LLC ("HDS") and the party receiving this Purchase Order ("Vendor"), as it relates to any goods or services provided to HDS by Vendor. No purported revisions of, additions to, or deletions from these terms and conditions shall be effective. HDS does not accept any contrary or conflicting terms, whether in an estimate, invoice, or otherwise, or arising from local, general or trade custom or usage. To the extent that any terms and conditions herein are inconsistent with or contrary to those set forth on any document provided by Vendor, HDS's terms and conditions shall govern. These terms and conditions are incorporated into the Purchase Order and deemed accepted by Vendor's authorized signature on the Purchase Order, electronic notification to HDS of Vendor's receipt or acceptance of the Purchase Order, or Vendor's performance or provision of goods and services identified in the Purchase Order.
2. **Scope.** HDS and Vendor agree that the amount(s) identified in the Purchase Order is the maximum guaranteed price for services provided to HDS by Vendor, unless additional amounts are subsequently approved by HDS in writing or permitted by these terms and conditions. All necessary permitting fees and approved expenses will be reimbursable to Vendor at the actual cost to Vendor.
3. **Invoicing and Payment.** Vendor shall issue invoices to HDS in regular intervals agreed upon by the parties. All undisputed amounts will be due by HDS within thirty (30) days from receipt of the invoice. Payments will be considered past due sixty (60) days after receipt of invoice and will be charged at 1% per month (APR 12%) finance charge on the unpaid balance.
4. **Lien Waiver.** To the fullest extent permitted by law, Vendor waives Vendor's right to any common law, constitutional or statutory liens, including but not limited to any artisan's lien on any works or services not fully performed by Vendor.
5. **Intellectual Property.** Vendor acknowledges and agrees that, to the maximum extent allowable by law, HDS is, and will be, the sole and exclusive owner of all copyright, patent, trade secret, or other intellectual property rights in the design plans, blueprints, ideas, concepts, techniques, inventions, processes, documents, and all other works of authorship developed or created by Vendor during the course of performing work for HDS, or which memorialize or embody the services provided by Vendor to HDS (collectively, the "Work Product"). All Work Product, and all rights therein, shall immediately belong exclusively to, and be automatically assigned to, HDS, and shall, to the maximum extent possible, be considered a work made by Vendor for hire for HDS within the meaning of Title 17 of the United States Code. Vendor shall have no ownership, attribution, or other rights in any Work Product, and shall not, and shall not allow others to, copy, reproduce, recycle, resell, replicate, reuse, modify, or create derivative works from, in any other form, any Work Product, without the prior express, written permission of HDS. Vendor hereby irrevocably transfers, conveys, and assigns in perpetuity to HDS all such intellectual property rights in the Work Product to HDS. Ownership under this Section 5 shall not be dependent upon payment, and shall be effectively immediately upon the initial creation or existence of the Work Product to the maximum extent possible. Vendor irrevocably agrees not to directly or indirectly contest the ownership rights of HDS regarding the Work Product or related intellectual property rights, or claim ownership in the same.
6. **Deliverables.** As a condition of payment, Vendor shall produce to HDS all documents and other deliverables required to fulfill the Purchase Order. Draft versions of the documents and deliverables may be provided to HDS electronically until the final versions are due or required. Such documents and deliverables shall be complete, free of deficiencies and errors, and compliant with all applicable law. In the event any works or deliverables contain deficiencies, errors, mistakes or other flaws, Vendor will be required to remedy the same, at Vendor's sole expense, before being entitled to payment.
7. **Termination.** HDS shall have the right to terminate and cancel the goods and services being provided by Vendor to HDS for any reason, or for no reason at all. Such termination shall be deemed effective immediately upon HDS providing notice of such termination to Vendor. Upon such termination, HDS will be entitled to all Work Product, documents, and other deliverables, and Vendor shall be entitled to a pro-rated amount for services rendered up to the point of such notice of termination. Within ten (10) days after the notice of termination Vendor shall issue Vendor an invoice for such pro-rated amount, and refund any retainer paid by HDS, less any undisputed amounts due.
8. **Warranties.** Vendor represents, warrants and covenants that: (a) Vendor has the skill and professional competence, financial solvency and resources, expertise, qualifications, appropriate licenses and experience to fulfill this Purchase Order; (b) any individual acknowledging this Purchase Order for Vendor represents, warrants, and guarantees that he or she has the authority to do so; (c) Vendor will, at all times, comply with all applicable regulations and laws relating to the subject matter of this Purchase Order; and (d) any documents (including Work Product) provided to HDS by, or on behalf of Vendor will be accurate, comply with applicable laws, and not infringe upon, in any way, the rights of other parties, including but not limited to intellectual property rights, and all other proprietary rights.
9. **Disclaimer.** VENDOR HEREBY ASSUMES, AND HDS SHALL NOT BE RESPONSIBLE FOR ANY CLAIM OF INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, NOR SHALL HDS BE RESPONSIBLE FOR ANY PHYSICAL OR BODILY INJURY OCCURRING TO VENDOR WHICH ARISES FROM OR RELATES TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY INJURIES ARISING FROM OR RELATING TO VENDOR'S TRAVELING TO, OR BEING AT ANY PROJECT LOCATIONS. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, VENDOR FULLY RELEASES HDS FROM ALL SUCH LIABILITY AND HDS HEREBY DISCLAIMS ALL SUCH LIABILITY, NOT TO INCLUDE LIABILITIES ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY HDS.
10. **Remedies.** HDS's liability to Vendor shall be limited to direct and actual damages, but in no event shall such liability exceed the amount of fees paid by HDS to Vendor, pursuant to this Purchase Order, within the preceding six months. If Vendor breaches or fails to comply with any of the warranties in Section 8, or any other term or condition herein, HDS is entitled to recover its full damages allowed by law, including without limitation direct damages, incidental and consequential damages, and any lost profits caused by such breach or failure to comply. HDS shall also be entitled to any injunctive relief and any other remedy available in law or equity. In the event HDS prevails in any action arising out of or relating to this Purchase Order, or related terms and conditions, HDS shall be entitled to recover its reasonable attorneys' fees and costs through all stages of litigation, including appeal.
11. **Indemnification.** To the fullest extent permitted by law, Vendor agrees to protect, indemnify, defend, and hold harmless HDS, its affiliates, successors and assigns, and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against any and all claims, demands, lawsuits or other litigation, actions, causes of action, or other liabilities, of every kind and character (including without limitation all costs thereof, attorneys' fees and interest) (collectively, "Losses") arising out of or incident to: (i) Vendor's breach of any term or condition related to this Purchase Order; (ii) any claim that the Work Product violates or infringes upon the rights of any third party; (iii) any defect in a building, bridge, fence, or any other structure or object which is constructed or installed by referencing one or more document or deliverable provided by Vendor in relation to this Purchase Order; and (iv) any negligent or intentional act, omission, or default, or any strict liability, of Vendor. Without limitation, Vendor's obligations under this Section 11 extend to Losses attributable to or arising from bodily injury, sickness, disease or death, and to damage to or destruction of tangible property (including the loss of use thereof), in each case regardless of whether caused in part by the negligence or other fault of any Indemnified Party; provided that Vendor shall not be liable for Losses caused solely by the gross negligence or willful misconduct of any Indemnified Party. Vendor's indemnification obligations under this Section 11 include, without limitation, the obligation to indemnify, defend, and hold harmless the Indemnified Parties from and against all claims or awards of punitive damages, to the extent allowed by law.
12. **Standard of Care; Time is of the Essence.** Vendor agrees to exercise the highest degree of professional care and act consistent with the highest professional standards with respect to all services performed by Vendor. Vendor and HDS agree that time is of the essence in completing the services and goods identified in the Purchase Order. Vendor acknowledges that Vendor's delay in performance will result in damages to HDS, including lost profits and other consequential damages and agrees to indemnify HDS for the same in accordance with Section 11.
13. **Assignment; No Third Parties.** Vendor may not assign its rights and obligations under these terms and conditions to any other party. No third party shall have any rights hereunder or be deemed a third-party beneficiary hereof.
14. **No Waiver.** No failure by HDS to enforce any of these terms or conditions or the Purchase Order shall constitute a waiver of those terms or conditions or in any way impair HDS's right at any time to seek remedies to enforce such terms or conditions. A waiver is effective only if it is in writing, signed by HDS's authorized representative.
15. **Survival.** All terms which by their nature are intended to survive, including but not limited to the restrictions remedies, and assignment of intellectual property rights referenced herein, shall survive the completion or termination of the services, irrespective of the grounds or reasons for such termination, and shall inure to the benefit of Vendor and Vendor's successors.
16. **Severability.** Any provision of this Purchase Order or these terms and conditions deemed unenforceable in any jurisdiction shall be ineffective to the extent of such unenforceability (but shall be enforced to the maximum extent permissible) without invalidating the remaining provisions hereof.
17. **Governing Law; Venue.** This Purchase Order and the related terms and conditions shall be governed by the laws of the State of Florida, without regard to its conflict of laws rules. Hillsborough County, Florida shall be the exclusive venue for any claim arising from or relating to this Agreement, and the parties irrevocably consent to personal jurisdiction in the state or federal courts located therein.
18. **Dispute Resolution.** At least thirty (30) days before commencing any legal action against HDS, Vendor agrees to first present such claims in writing and in full detail to HDS, and to cooperate with HDS's internal review process and attempts to resolve the dispute. In the event such dispute is not resolved within thirty (30) days of presentment of the dispute to HDS, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Vendor will be solely responsible for all fees and costs related to the mediation. If the mediation is unsuccessful, the parties may proceed to the applicable court of law. Vendor agrees to waive the right to a jury trial in any action or proceeding arising out of or related to the provision of goods or services to HDS, whether such action is based on contract, tort, statute, equity, or otherwise.