

**ARCHDIOCESE OF CHICAGO**  
**PURCHASE ORDER**  
**TERMS AND CONDITIONS**

1. **CONDITIONS OF PAYMENT:** As conditions of payment by the Archdiocese, Supplier must: (a) comply with the terms and conditions of this PO; (b) issue an invoice to Archdiocese in accordance with this PO; and (c) provide Archdiocese with a completed IRS Form W-9. All invoices must be properly formatted in accordance with this PO and emailed to the Archdiocese of Chicago at [apadvantage.APC@pnc.com](mailto:apadvantage.APC@pnc.com). Invoices must also be itemized as to quantities and all other pertinent data relating to description of goods shipped or services provided in accordance with this PO. **Each invoice must include the Archdiocese of Chicago PO number and delivery address identified in the first page hereof.** All invoices must be received by Archdiocese no later than ninety (90) days after the delivery of goods or completion of any services and any invoice received by Archdiocese later than such ninety (90) day period shall only be payable at Archdiocese's sole discretion. The PO number must appear on all delivery memoranda, bills of lading, packages, and correspondence. Supplier shall not anticipate shipments and may only bill for goods being shipped or services provided. Under no circumstances is the amount of this PO to be exceeded without prior written approval of the Archdiocese. Invoices must show itemized transportation charges if allowed in accordance with the terms and conditions of this PO. Archdiocese shall have the right to pay Supplier via paper check or electronic methods such as credit card, ACH or wire transfer at Archdiocese's sole discretion. Payment terms are Net 45 days from the date the Supplier's invoice is received by Archdiocese unless expressly stated otherwise on the first page of this PO. Supplier shall furnish all goods and services at the price set forth on the first page of this PO and hereby warrants that the price for the goods or services is no less favorable than those currently extended to any other customer of Supplier for the same or similar goods in similar quantities or the same or similar services. In the event Supplier reduces its prices in general, Supplier agrees to reduce the prices to Archdiocese correspondingly. Supplier further warrants that the prices herein contained shall be complete, and no additional charges of any type shall be added without Archdiocese's express written consent. **For any questions about billing, please contact Archdiocese of Chicago Accounts Payable at [bbranch@archchicago.org](mailto:bbranch@archchicago.org) for accounts payable and [ckopp@archchicago.org](mailto:ckopp@archchicago.org) for procurement.**
2. **OFFER, ACCEPTANCE, MODIFICATION AND TERMINATION.** This purchase order ("PO") is an offer by the Archdiocese of Chicago ("Archdiocese") to the supplier described on the first page above ("Supplier") for the Archdiocese's purchase of the goods or services herein described, subject to the terms and conditions that follow. Supplier's acceptance shall be indicated by its prompt performance or written promise to perform in accordance with this PO, at which time the terms and conditions of this PO shall be fully binding as a purchase agreement between the Archdiocese and Supplier. Any counter offer to sell made by Supplier automatically cancels this PO, unless a change order is issued by Archdiocese accepting Supplier's counteroffer. None of the terms and conditions contained in this PO may be added to, modified, superseded or otherwise altered except by written authorization of the Archdiocese or through a written change order. Archdiocese expressly reserves the right to revoke, terminate or modify this PO at any time and for any reason in its sole discretion by providing written notice to Supplier, in which case the goods already in process of being manufactured or shipped prior to receipt of such written notice shall be completed and shipped to Archdiocese in accordance with the terms and conditions of this PO. In the event of Archdiocese's termination for convenience, Supplier shall stop performance in accordance with the Archdiocese's notice of termination and shall submit to Archdiocese a final invoice for goods or services provided up to the date of termination.
3. **ENTIRE AGREEMENT.** This PO constitutes the entire agreement between Archdiocese and Supplier respecting the goods or services herein described and exclusively determines the rights and obligations of Archdiocese and Supplier respecting such goods or services except as otherwise expressly provided herein. Supplier acknowledges and agrees that any oral undertakings or any prior course of dealing, usage of trade or course of performance between

Archdiocese and Supplier prior to the date of this PO, shall not be binding on the parties. Each shipment of goods received by Archdiocese from Supplier, or any services or work performed by Supplier, shall be deemed to be provided only upon the terms and conditions contained in this PO, and cannot be altered by any terms and conditions contained in any hyperlink, click-wrap agreement, proposal, acknowledgement, letter, invoice or other form of Supplier, regardless of any act by Archdiocese indicating acceptance. Notwithstanding the foregoing, if the goods or services described in this PO are provided pursuant to a separate written contract signed by Supplier and Archdiocese, this PO shall be deemed part of such contract as a supplement to its payment terms. In the event of any conflict between the terms and conditions of any separate written contract signed by Supplier and Archdiocese and the terms and conditions of this PO, the terms and conditions of the separate written contract shall govern and control.

4. **DELIVERY.** Time is of the essence under this PO. If delivery of acceptable goods or rendering of services is not completed by the delivery date set forth in this PO, the Archdiocese reserves the right without liability, and in addition to its other rights and remedies, to terminate this PO by written notice effective when received by Supplier, as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the Supplier with any and all losses incurred by Archdiocese. All goods shall be delivered to the delivery address specified by the Archdiocese on the first page of the PO unless Supplier is directed otherwise in writing by Archdiocese. Supplier will arrange transportation of the goods to the Archdiocese delivery address at Supplier's sole expense unless notified to the contrary by Archdiocese on the first page of this PO or otherwise expressly approved in writing by the Archdiocese. Supplier and Archdiocese hereby agree that title of the goods identified in this PO will not pass to Archdiocese until the goods are received and accepted at Archdiocese's delivery location. Supplier agrees to bear all risks of events of loss, damage or destruction which occur prior to delivery and acceptance by Archdiocese in accordance with this PO and such events of loss, damage, or destruction shall not release Supplier from any obligation hereunder. Any and all written documentation provided to Archdiocese as part Supplier's performance under this PO, including all publications, reports, memorandum or other materials, shall become the sole property of the Archdiocese.
5. **REJECTION AND RETURN OF GOODS.** All goods to be provided to Archdiocese pursuant to this PO shall be subject to inspection and approval of Archdiocese. All goods tendered by Supplier hereunder which are: (a) not fully up to standard; or (b) defective; or (c) not in compliance with manufacturer specifications or these PO terms and conditions; or (d) shipped contrary to instruction or past the delivery date (if identified on the first page hereof or under separate written contract) may be rejected by Archdiocese at Supplier's expense at the time of delivery or within a reasonable time thereof. In the event of rejection by Archdiocese of all or a portion of the goods, and in addition to all other rights and remedies, Archdiocese may charge Supplier all expenses of unpacking, examining, repacking, storing and reshipping of goods.
6. **SUPPLIER WARRANTIES.** A. Supplier hereby warrants and represents that: (i) Archdiocese shall receive title to all goods free and clear of: (a) any security interest, lien or other encumbrance; and (b) any actual or threatened claims for patent, copyright or trademark infringement; (ii) all goods provided to Archdiocese shall be new and of first-class quality; (iii) all goods will be delivered to Archdiocese free from latent and patent defects in materials, workmanship and design; (iv) all goods and services furnished hereunder will conform in all respects to the terms of this PO, including any drawings, specifications or standards incorporated herein or under separate written contract; (v) all goods will be performed in accordance with the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this PO or separate contract; (vi) all goods will be manufactured, sold and/or installed, and all services shall be provided, in compliance with the provisions of all applicable U.S. Federal, State of Illinois, and all local laws and regulations; (vii) none of the services provided to the Archdiocese will infringe on any patent, trademark, trade name, copyright or other intellectual property right of a third party; and (viii) all services provided to Archdiocese shall be performed: (a) with due professional

care; (b) in a workmanlike, professional, timely and diligent manner which meet or exceed applicable industry standards and best practices; (c) by qualified personnel experienced in performing the specified duties; (d) in strict conformance with applicable specifications and industry-accepted performance criteria; and (e) in strict conformance with this PO or separate written contract.

B. Supplier's preceding warranties shall: (i) be in addition to all other warranties, whether express, implied or statutory; (ii) survive inspection, test, delivery, acceptance, use and payment by Archdiocese; (iii) inure to the benefit of Archdiocese, its affiliates, and all of their successors and its assigns; (iv) not be limited or disclaimed by Supplier; (v) not be relieved as a result of Archdiocese's approval of Supplier's designs, materials, processes, drawings or other written specifications; (vi) remain in effect for the later of twelve (12) months from the date of first use of the goods by Archdiocese or the date of acceptance by Archdiocese ("Warranty Period"); provided, however, that Supplier hereby agrees to waive the expiration of the Warranty Period in the event there are failures or defects discovered after expiration thereof which are material in nature or applicable to a significant portion of the goods, or if a defect is discovered which Archdiocese determines is a threat of damage to property or to the health and safety of any person.

C. If Archdiocese experiences any defect, failure or non-conformity during the Warranty Period, Archdiocese shall have the right to take the following actions at its sole discretion: (i) retain the defective goods in whole or in part with an appropriate adjustment in the price for the goods; (ii) require Supplier to cure any defects in the goods within a reasonable period of time, determined by Archdiocese in its sole discretion given the urgency of the given situation; (iii) require Supplier to repair or replace the defective goods in whole or in part at Supplier's sole expense, including all shipping, transportation and installation costs; (iv) correct or replace the defective items with similar items from a third-party and recover the total cost from Supplier; and (v) exercise all other rights and remedies available to Archdiocese. Supplier hereby agrees to enforce all manufacturer warranties in favor of Archdiocese if/when applicable or to otherwise assign such warranties to Archdiocese.

7. **REMEDIES FOR BREACH.** In the event that Archdiocese determines in its sole discretion that Supplier has failed to comply with the terms and conditions of this PO, Archdiocese shall have the right to declare Supplier in breach hereunder if the Supplier does not cure such breach within three (3) business days of Archdiocese's written notice to Supplier describing the nature of the alleged breach. In the event of Supplier's uncured breach of any provision of this PO after the notice and cure period set forth above, Archdiocese shall have the right to withhold all or any portion of any amounts owed to Supplier and Archdiocese shall have the right to pursue all available rights and remedies at law or in equity for such breach, including but not limited to: (a) the right to take over and acquire the goods or complete the services, either directly or through others, at Supplier's sole cost, in which case Supplier will be liable to Archdiocese for any excess costs incurred by Archdiocese and any amount due Supplier under this PO may be offset against amounts claimed due by Archdiocese in exercising this remedy; (b) the right to terminate this PO, effective at a time specified by Archdiocese, in whole or in part, as to any or all of the goods or services yet to be provided; (c) the right to suspend delivery of the goods or services during the notice and cure period if the breach results from an action or failure to act by Supplier which affects the safety and/or welfare of Archdiocese personnel; (d) the right to seek specific performance, an injunction or any other appropriate equitable remedy; (e) the right to recover from Supplier any and all monetary damages incurred by Archdiocese as a result, or in consequence, of Supplier's breach; and/or (f) the right to pursue any other rights and remedies provided in this PO. If Archdiocese considers it to be in its best interest, it may elect not to declare Supplier to be in breach or to terminate this PO. Archdiocese and Supplier acknowledge and agree that this Section is solely for the benefit of Archdiocese and if Archdiocese permits Supplier to continue to provide the goods or services despite one or more events of breach by Supplier, then in such case Supplier shall not be relieved of any of its responsibilities, duties or obligations under this PO nor will Archdiocese be deemed to have waived or relinquished any of the rights it has to declare a breach by Supplier in the future. Any attempt by Supplier to limit Archdiocese's warranties, remedies or the amount and types of damages that Archdiocese may seek under

this PO shall be deemed null and void

8. **TAX EXEMPT.** Supplier acknowledges and agrees that Archdiocese is a tax-exempt religious organization under §501(c)(3) of the U.S. Internal Revenue Code and is also exempt from Illinois state retailers' occupation tax, service occupation tax, use tax and service use tax. Accordingly, Archdiocese shall not be responsible for any present or future sales, value-added, or other similar taxes and Archdiocese shall not be obligated under any circumstances to assume any tax liability assessed against Supplier.
9. **CONFIDENTIALITY.** Supplier must treat this PO and all information and documentation relating to this PO ("Archdiocese Information") as confidential. Unless required by applicable law or authorized by Archdiocese in writing, Supplier shall not disclose Archdiocese Information to third parties or use Archdiocese Information for any purpose other than provision of the goods or services that are the subject of this PO. Supplier shall: (a) comply with all data security and additional confidentiality requirements that are incorporated into this PO or which form part of any separate written agreement between Supplier and Archdiocese; and (b) enter into any additional confidentiality and non-disclosure agreements reasonably requested by Archdiocese.
10. **INSURANCE.** To the extent customary for Supplier's industry or required by applicable law, Supplier shall procure and maintain in full force and effect, at its expense, the following insurance policies or endorsements thereto: commercial general liability, products liability, completed operations, professional liability, errors/omissions, cyber liability with comprehensive data security and privacy coverages, workers' compensation, employer's liability insurance and such other insurance policies which are customary for supplier's industry; provided, however, that to the extent Supplier and Archdiocese have entered into a separate written contract for the goods or services at subject of this PO which includes specific insurance terms, including without limitation policies, endorsements or policy limits, Supplier shall carry such insurance in accordance with that written contract. Supplier hereby waives any right of recovery against Archdiocese for any loss or damage covered by any insurance policies maintained by Supplier. Supplier shall cause a certificate of insurance evidencing the above-referenced insurance policies to be delivered to the Archdiocese promptly upon prior written request. Supplier's insurance shall be primary with respect to the goods or services to be provided to the Archdiocese. Any failure of Archdiocese to request or receive proof of insurance coverage shall not constitute a waiver of Supplier's obligation to procure and maintain the required insurance.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Supplier, its successors and assigns, shall indemnify, defend (with counsel acceptable to the Archdiocese) and hold the Archdiocese, its affiliates and all of their present clergy, officers, employees and agents harmless from and against any and all claims, obligations, liens, encumbrances, demands, injuries (including without limitation damage to property and personal injury), liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines (governmental or otherwise), forfeitures, amounts paid in settlement, and reasonable attorneys' fees resulting in whole or in part from: (a) the acts or omissions or willful misconduct of Supplier or Supplier's employees or agents, occurring or alleged to have occurred in whole or in part in connection with any goods or services to be provided to Archdiocese; (b) the breach by Supplier or any of its employees or agents under any warranty or under any of the terms or conditions of this PO or under any written contract between the parties; or (c) the violation of applicable laws by Supplier or Supplier's employees or agents.
12. **INDEPENDENT CONTRACTOR.** Supplier shall in all respects be deemed an independent contractor in its performance under this PO. Nothing contained in this PO shall be deemed or construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between Supplier and Archdiocese. Supplier shall have no authority to act as agent for, or on behalf of, the Archdiocese, or to represent the Archdiocese, or to bind the Archdiocese in any manner.
13. **BACKGROUND CHECKS.** Supplier and its subcontractors must obtain fingerprint-based criminal background checks for all their respective personnel who will be onsite at Archdiocese schools as a result of this PO which confirms that none of those personnel have been convicted of: (a) any enumerated offenses (as defined in the Illinois School Code); or (b) any other crimes

against children; or (b) a felony under the laws of the State of Illinois, the laws of any other State, or the laws of the United States within the past seven (7) years.

14. **LIMITATION OF LIABILITY.** Supplier shall be liable for all damages incurred by Supplier which result in any way from this PO. Supplier assumes full responsibility for the goods or services to be provided hereunder and hereby releases, relinquishes and discharges the Archdiocese, its clergy, employees and agents from all claims, damages, demands and causes of action of every kind and character including the cost of defense, for any injury (including death) to any person or any loss of or damage to property arising out of or in connection with Supplier's performance or non-performance under this PO. ARCHDIOCESE'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS PO SHALL NEVER EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES GIVING RISE TO THE CLAIM. ARCHDIOCESE SHALL NOT BE LIABLE FOR PENALTIES OF ANY KIND. ANY ACTION BY SUPPLIER AS TO THE GOODS OR SERVICES DELIVERED HEREUNDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. UNDER NO CIRCUMSTANCES SHALL ARCHDIOCESE OR ITS PRESENT, FUTURE AND FORMER AFFILIATES, CLERGY, EMPLOYEES OR AGENTS BE LIABLE TO SUPPLIER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES OR LOSS, NOR ANY LOST PROFITS, TAXES, INTEREST, TAX PENALTIES, SAVINGS OR LOSS OF BUSINESS OPPORTUNITY, RESULTING FROM THIS PO.
15. **DOCUMENT RETENTION.** Supplier agrees to retain, preserve, protect, and maintain as necessary all documents, data, and information (including electronically-stored documents such as emails) related to Supplier's performance under this PO for a period of at least five (5) years from the date the Warranty Period commenced. Supplier shall provide Archdiocese with copies of such documents, data and information promptly upon prior written request. If Supplier chooses to maintain paper documents in an electronic format, the electronic format must be an exact replica of the paper document.
16. **GOVERNING LAW AND SUBMISSION TO JURISDICTION.** The laws of the State of Illinois, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this PO. Any party bringing a legal action or proceeding against the other party arising out of or relating to this PO or the transactions it contemplates shall bring the legal action or proceeding in either the United States District Court for the Northern District of Illinois or in any court of the State of Illinois sitting in Cook County. Each party to this PO submits to the exclusive jurisdiction of: (a) the United States District Court for the Northern District of Illinois and its appellate courts; and (b) any court of the State of Illinois sitting in Cook County and its appellate courts, for the purposes of all legal actions and proceedings arising out of or relating to this PO.
17. **FORCE MAJEURE.** Any delay or failure of either Supplier or Archdiocese to perform its obligations shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage. Written notice of such delay, including the anticipated duration of the delay, must be given by the nonperforming party within ten (10) days of the event. During the period of any delay or failure to perform by Supplier, Archdiocese, at its option, may purchase goods from other sources and reduce its schedules to Supplier by such quantities without liability to Supplier or to otherwise cause Supplier to provide the goods from other sources in quantities and at times requested by Archdiocese and at the price set forth in this PO or separate written agreement. If requested by Archdiocese, Supplier shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as Archdiocese deems appropriate. If the delay lasts more than the time period specified by Archdiocese, or Supplier does not provide adequate assurance that the delay will cease within such time period, Archdiocese may, among its other remedies, immediately cancel this PO without liability.
18. **HAZARDOUS MATERIALS.** If any of the goods or services under this PO constitute or contain "hazardous or toxic chemicals" or "hazardous substances" or flammable or hazardous "petroleum products" as defined by any applicable U.S. Federal, State of Illinois or local law,

rule or regulation, Supplier shall provide at the time of delivery all required notices and information, including without limitation, notices and information for OSHA, MSHA and Material Safety Data Sheets. Supplier warrants that the goods supplied under this PO do not contain any substance that is prohibited under U.S. Federal, State of Illinois, or local law and that all applicable requirements under these laws have been satisfied by Supplier. If requested by Archdiocese, prior to and with the shipment of the goods purchased, Supplier agrees to furnish to Archdiocese sufficient warning and notice in writing (including appropriate placarding and labels on goods, containers, packing and vehicles used for shipment) of any "hazardous substance" which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise Archdiocese and third parties, including transportation carriers and Archdiocese's employees, as to the degree of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use, recycling or disposal of the goods. If goods or services provided by Supplier under this PO involve handling, cleanup, treatment, storage and/or disposal of hazardous substances including, but not limited to, hazardous materials or hazardous waste, Supplier shall only assign individuals to handle any such hazardous substances who meet the current training requirements applicable under U.S. Federal, State of Illinois or local laws, rules or regulations.

- 19. MISCELLANEOUS.** If any clause, phrase, provision or portion of this PO shall be deemed invalid or unenforceable under applicable law by a court of proper jurisdiction, such event shall not affect, impair or render invalid or unenforceable the remainder of this this PO nor any other clause, phrase, provision or portion hereof. Any rights and remedies available to Archdiocese hereunder shall be cumulative and in addition to any other rights or remedies provided by law or equity. No provision of this PO may be waived by the Archdiocese unless such waiver is in writing and signed by an authorized signatory of the Archdiocese. Waiver of any one provision of this PO shall not be deemed to be a continuing waiver or a waiver of any other provision. Neither this PO nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by Supplier without the prior written consent of the Archdiocese, which consent may be withheld in the Archdiocese's sole and absolute discretion. Supplier shall not reference the Archdiocese, its affiliates or any of their clergy, employees or agents, or use any of their trademarks, copyrights or any other intellectual property, in any public statement or any of Supplier's promotional or marketing efforts without obtaining the Archdiocese's prior written consent, which consent may be withheld in the Archdiocese's sole and absolute discretion. Any notices from Supplier related to enforcement of this PO, any dispute arising from this PO or which are otherwise legal in nature such as a final demand for payment which threatens litigation, must be in writing and be sent by a nationally recognized overnight courier providing proof of delivery to: Archdiocese of Chicago, 835 N. Rush St., Chicago, Illinois 60611: Attention: Procurement Manager, with a copy in all instances to: Archdiocese of Chicago, 835 N. Rush St., Chicago, Illinois 60611: Attention: Office of Legal Services.