



SJSB TERMS AND CONDITIONS – MATERIAL

Effective Date: December 1, 2025

1. Purpose

1.1 Scope – These Terms and Conditions govern the procurement of materials by SJSB and establish the rights and obligations of SJSB and its suppliers.

2. Warranty

2.1 Warranty of Goods – Supplier warrants all materials shall be free from defects in design, material, and workmanship.

2.2 Conformance – Materials shall conform to specifications, drawings, and descriptions provided by SJSB.

2.3 Fitness for Purpose – Materials shall be fit for intended use and operate as specified for a minimum of one (1) year from acceptance.

2.4 Compliance – Materials must comply with applicable laws, regulations, and industry standards.

2.5 Remedies – SJSB may require repair, replacement, rejection, refund, or recovery of associated costs.

3. Delivery

3.1 Delivery Terms – Deliveries shall be made according to the schedule specified in the contract and shall default to DAP (Incoterms 2020) unless otherwise agreed.

3.2 Time is of the Essence – Supplier acknowledges that delays may cause operational harm and agrees to notify SJSB of delays immediately.

3.3 Packaging – All shipments must be properly packaged and include packing lists, certificates of conformity, and required documentation.

3.4 Partial Deliveries – Partial shipments require prior written authorization.

3.5 Failure to Deliver – SJSB may cancel, procure replacement goods, or apply contractual remedies.

3.6 Title and Risk – Title and risk of loss pass upon delivery and acceptance.

4. Indemnification

4.1 Supplier Indemnity – Supplier shall defend and hold harmless SJSB from claims related to bodily injury, property damage, product defects, or negligence.

4.2 Intellectual Property – Supplier shall indemnify SJSB from IP infringement claims.

4.3 Survival – Indemnification obligations survive termination.

5. Confidentiality

5.1 Confidential Information – Supplier shall protect all proprietary information received from SJSB.

5.2 Use Restrictions – Information may only be used for contract performance.



- 5.3 Disclosure Restrictions – Disclosure to third parties requires written consent.
- 5.4 Exceptions – Publicly available or independently developed information is excluded.
- 5.5 Duration – Confidentiality obligations remain for five (5) years after contract completion.
- 5.6 Return of Information – Supplier must return or destroy confidential information upon request.

6. Compliance

- 6.1 Legal Compliance – Supplier must comply with all applicable laws and regulations.
- 6.2 Export Control – Supplier must comply with export control laws and notify SJSB of controlled items.
- 6.3 Cybersecurity – Supplier must maintain cybersecurity protections and complete questionnaires if requested.
- 6.4 Ethical Conduct – Supplier must comply with anti-corruption standards.
- 6.5 Subcontractor Compliance – Supplier is responsible for subcontractor compliance.
- 6.6 Notification of Breach – Supplier must notify SJSB of compliance breaches.

7. Payment Terms

- 7.1 Pricing – Prices are firm and inclusive of applicable charges.
- 7.2 Invoicing – Invoices must include purchase order number, itemized description, delivery information, and documentation.
- 7.3 Payment – Payment shall be made within thirty (30) days after receipt of valid invoice and acceptance.
- 7.4 Offset – SJSB may offset claims or credits against payments.
- 7.5 Final Acceptance – Payment does not waive SJSB rights regarding nonconforming goods.

8. General Provisions

- 8.1 Entire Agreement – This contract represents the full agreement between the parties.
- 8.2 Assignment – Supplier may not assign without written consent.
- 8.3 Governing Law – Disputes shall be governed by the laws of the jurisdiction specified by SJSB and adjudicated in Putnam County, Florida.
- 8.4 Severability – Invalid provisions do not affect the remainder of the contract.
- 8.5 Waiver – Failure to enforce a provision does not waive the right to enforce later.
- 8.6 Force Majeure – Neither party is liable for events beyond reasonable control.
- 8.7 Notices – Notices must be delivered in writing.
- 8.8 Survival – Confidentiality, indemnification, and warranty provisions survive termination.