

# LAND & SEA OPERATIONS LLC

## Vendor Terms & Conditions

Effective January 1, 2026 | Last Updated January 1, 2026

These Terms and Conditions govern all purchase orders, subcontracts, task orders, and other procurement instruments issued by Land & Sea Operations LLC ("Land & Sea" or "Buyer") to any vendor, subcontractor, or supplier ("Vendor"). Acceptance of any purchase order or subcontract constitutes acceptance of these terms in full.

## Section 1: General Provisions

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### 1.1 Scope and Applicability

These Terms and Conditions apply to all purchase orders, subcontracts, task orders, and other procurement instruments issued by Land & Sea Operations LLC ("Land & Sea" or "Buyer") to any vendor, subcontractor, or supplier ("Vendor"). They apply regardless of whether a separate subcontract is executed, unless a duly signed written agreement between the parties expressly supersedes a specific provision.

### 1.2 Order of Precedence

In the event of any conflict among contract documents, the following order of precedence shall govern: (1) the specific Purchase Order or Subcontract, including any special terms stated therein; (2) these Standard Terms and Conditions; (3) the Vendor's proposal, quote, or bid. No terms or conditions contained in the Vendor's proposal, acknowledgment, invoice, or other document shall modify these terms unless agreed to in writing by an authorized representative of Land & Sea.

### 1.3 Acceptance and Rejection of Goods and Services

Land & Sea reserves the right to inspect all goods and services delivered under any purchase order or subcontract. Acceptance shall not be deemed to have occurred until Land & Sea has had a reasonable opportunity to inspect. Land & Sea may reject any goods or services that fail to conform to the applicable specifications, scope, or quality standards. Rejected goods must be removed and replaced at the Vendor's expense within a time period specified in the rejection notice.

### 1.4 Delivery, Title, and Risk of Loss

Unless otherwise specified in the purchase order, delivery shall be made FOB destination. Title to goods and risk of loss shall pass to Land & Sea only upon acceptance following inspection at the designated delivery location. Vendor is responsible for proper packaging, labeling, and documentation to ensure goods arrive in conforming condition.

### 1.5 Warranty

Vendor warrants that all goods and services furnished under any purchase order or subcontract will: (a) conform to all applicable specifications, drawings, and descriptions; (b) be free from defects in material and workmanship; (c) be fit for the intended purpose; and (d) comply with all applicable laws and regulations. This warranty shall survive for a minimum of 12 months from the date of acceptance by Land & Sea, or longer if required by the applicable contract or law. Vendor shall repair or replace, at Land & Sea's option, any nonconforming or defective goods or services at no additional cost.

## **1.6 Payment Terms**

Unless otherwise specified in the purchase order, payment terms are Net 30 days from Land & Sea's receipt of a conforming invoice. Where shorter payment periods are required by applicable California law or by the terms of Land & Sea's prime contract, the shorter period shall govern. Payment of an invoice shall not constitute acceptance of goods or services or waiver of any rights.

## **1.7 Invoicing Requirements**

All invoices must include: (a) the applicable Purchase Order number; (b) an itemized description of goods or services provided; (c) quantities, unit prices, and extended totals; (d) the period of performance covered; and (e) any supporting documentation required by the purchase order or subcontract. Invoices that do not comply with these requirements will be returned to the Vendor and will not trigger payment obligations until resubmitted in conforming form.

## **Section 2: Federal Flow-Down Provisions**

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*Where Land & Sea's work is funded in whole or in part by federal funds, the following provisions are incorporated by reference and flow down to all subcontracts and purchase orders at every tier.*

### **2.1 Nondiscrimination (49 CFR Part 26)**

Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this subcontract. Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Vendor to carry out these requirements is a material breach of this subcontract, which may result in termination of this subcontract or such other remedy as Land & Sea deems appropriate.

### **2.2 Buy America Compliance**

Where applicable to the funded project, Vendor shall comply with Buy America requirements as set forth in 49 U.S.C. 5323(j) and 49 CFR Part 661. All steel, iron, and manufactured products used in the project must be produced in the United States, unless a waiver has been granted by the applicable federal agency. Vendor shall provide certifications and documentation of domestic origin upon request.

### **2.3 Drug and Alcohol Testing**

Vendors whose employees perform safety-sensitive functions as defined under 49 CFR Parts 655 and 40 must maintain a compliant drug and alcohol testing program. Vendor shall certify compliance with applicable federal drug and alcohol testing regulations prior to commencing work, and shall provide documentation of its testing program upon request by Land & Sea.

### **2.4 Clean Air Act and Federal Water Pollution Control Act**

Vendor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Vendor shall report any violation of these requirements to Land & Sea and to the appropriate federal agency.

### **2.5 Lobbying Certification**

For subcontracts exceeding \$100,000, Vendor certifies that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, grant, or cooperative agreement. Vendor shall file a disclosure form (SF-LLL) if any non-federal funds are used for such purposes, in accordance with 31 U.S.C. 1352.

## **2.6 Record Retention**

Vendor shall maintain all books, records, documents, and other evidence pertaining to this subcontract for a period of three (3) years following the expiration or termination of the subcontract, or such longer period as required by applicable law or regulation. Records must be made available to Land & Sea, its clients, and authorized federal agencies upon request during this retention period.

## **2.7 Right to Audit**

Land & Sea, its clients, the Federal Transit Administration (FTA), the Comptroller General of the United States, and their authorized representatives shall have the right to examine and audit all books, records, accounts, and other documents of the Vendor related to this subcontract. Vendor shall cooperate fully with any such examination or audit and shall make personnel available to explain records as required.

## **2.8 Energy Conservation Requirements**

Vendor shall comply with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.). Vendor shall implement reasonable energy conservation measures in the performance of all work under this subcontract.

# **Section 3: Insurance & Indemnification**

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## **3.1 Minimum Insurance Requirements**

Vendor shall obtain and maintain, at its own expense, insurance coverage meeting the minimum requirements for its category of work as specified in the Vendor Insurance Requirements. All required coverage must be in force prior to commencement of any work and must remain in force for the duration of the subcontract and any applicable tail period. Vendor shall provide certificates of insurance upon request and without delay.

## **3.2 Additional Insured**

Land & Sea Operations LLC and its clients shall be named as additional insureds on Vendor's Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Additional insured status must be granted on a primary and non-contributory basis. Land & Sea's insurance shall be excess over Vendor's coverage and shall not be called upon to contribute. Vendor's insurer must waive all rights of subrogation against Land & Sea and its clients.

## **3.3 Indemnification and Hold Harmless**

To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless Land & Sea Operations LLC, its parent, affiliates, officers, directors, employees, agents, clients, and their successors and assigns from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) any breach by Vendor of its obligations under this subcontract; (b) any negligent or wrongful act or omission of Vendor, its employees, subcontractors, or agents; or (c) any claim by Vendor's employees arising from the performance of work under this subcontract. This indemnification shall not be limited by any workers' compensation or similar statute.

## **Section 4: Compliance**

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### **4.1 Federal Debarment and Suspension Certification**

By accepting any purchase order or subcontract, Vendor certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency, pursuant to Executive Orders 12549 and 12689 and 2 CFR Part 180. Vendor shall immediately notify Land & Sea if this certification becomes inaccurate at any time during the performance of the subcontract.

### **4.2 OFAC Sanctions Compliance**

Vendor represents and warrants that it is not, and does not employ or work with, any person or entity on the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list or any other applicable sanctions list. Vendor shall not conduct any transaction that would cause Land & Sea to violate any applicable sanctions administered by OFAC or other relevant authority.

### **4.3 Conflict of Interest Disclosure**

Vendor shall promptly disclose in writing any actual or potential conflict of interest that arises during the performance of this subcontract. A conflict of interest exists when Vendor or its principals have a financial or personal interest that could impair objectivity in the performance of the subcontract or give an unfair competitive advantage. Land & Sea may require Vendor to take remedial action or may terminate the subcontract if a conflict of interest cannot be resolved.

### **4.4 Confidentiality and Data Protection**

Vendor shall treat all proprietary, sensitive, or confidential information received from Land & Sea or its clients as confidential and shall not disclose such information to any third party without prior written consent. Where Vendor processes personal data on behalf of Land & Sea, Vendor shall implement and maintain appropriate technical and organizational security measures consistent with ISO 27001 standards or equivalent, and shall comply with all applicable privacy laws, including the California Consumer Privacy Act (CCPA) where applicable.

### **4.5 California Prompt Payment Statute**

To the extent applicable, payments under this subcontract are subject to the California Prompt Payment Act, Cal. Gov. Code Section 927 et seq. Land & Sea is committed to complying with all prompt payment obligations imposed by California law and by any applicable prime contract flow-down requirements. Vendor may be entitled to interest on late payments as provided by statute.

### **4.6 Retainage Policy**

Land & Sea does not withhold retainage from Vendor invoices unless expressly required by the terms of a specific subcontract or by the applicable prime contract. Where retainage is contractually required, the applicable percentage and release conditions will be stated in the subcontract. Any retainage withheld shall be released within 30 days of satisfactory completion of the Vendor's scope of work and acceptance by Land & Sea, in accordance with applicable California law.

## **Section 5: Termination & Disputes**

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### **5.1 Termination for Convenience**

Land & Sea may terminate any purchase order or subcontract, in whole or in part, for its convenience upon 30 days written notice to Vendor. Upon receipt of such notice, Vendor shall immediately stop work to the extent specified, and shall take all reasonable steps to minimize further costs. Vendor's sole remedy in the event of termination for convenience shall be payment for conforming work completed and reasonable, documented costs incurred up to the effective date of termination, less any payments previously made.

### **5.2 Termination for Cause**

Land & Sea may terminate any purchase order or subcontract for cause if Vendor commits a material breach of any obligation under the subcontract. Prior to termination for cause, Land & Sea shall provide Vendor with written notice identifying the breach and a reasonable cure period (not less than 10 business days, unless the nature of the breach makes a cure period impracticable). If the breach is not cured within the specified period, Land & Sea may terminate the subcontract immediately and pursue all available remedies, including recovery of excess procurement costs.

### **5.3 Dispute Resolution**

The parties shall attempt to resolve any dispute arising under or relating to this subcontract through the following sequence: (1) Good-faith negotiation between senior representatives of each party, initiated by written notice and pursued for a minimum of 15 business days; (2) if negotiation fails, non-binding mediation before a mutually agreed mediator in Orange County, California; (3) if mediation does not resolve the dispute, binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, with the arbitration seat in Orange County, California. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

### **5.4 Governing Law**

This subcontract and all purchase orders issued by Land & Sea shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. The parties consent to personal jurisdiction and venue in the state and federal courts located in Orange County, California for any action arising out of or related to this subcontract that is not subject to arbitration.