

General Terms and Conditions of Purchase Vendor Agreement

1. Introduction

- a. These General Terms and Conditions of Purchase Vendor Agreement constitute a binding agreement between Derr & Isbell Construction, LLC (“Company”) and the named vendor in the purchase order (“Vendor”).
- b. Every purchase order (“Purchase Order”), whether tangibly delivered or electronically transmitted to Vendor, is subject to all terms and conditions contained in the General Terms and Conditions of Purchase Vendor Agreement. Vendor acknowledges and agrees that the General Terms and Conditions of Purchase Vendor Agreement (“Terms”) may be amended from time to time by Derr & Isbell Construction, LLC. Each Purchase Order shall be governed by the terms of the Purchase Vendor Agreement in effect on the date the Purchase Order is issued by Derr & Isbell Construction, LLC to Vendor. Vendor may access the most recent Terms on Derr and Isbell Construction, LLC’s website and it is Vendor’s sole responsibility to review the most recent terms as of the date each Purchase Order is received. An Order is not valid unless it is issued by an authorized agent of Derr & Isbell Construction, LLC and approved by clients of the Company (“Purchasers”).
- c. The term “Vendor” means the entity or person designated on the Derr & Isbell Construction, LLC Purchase Order form and any successor, assign, heir, buyer, joint venturer, partner, or agent thereof.
- d. By accepting the Purchase Order, Vendor acknowledges and agrees to be bound by these Terms. Different or additional terms proposed by Vendor, including but not limited to any and all inconsistent terms or conditions in the Vendor’s invoice, bill of sale or other communications, are rejected by Derr & Isbell Construction, LLC and shall not become a part of the contract between the parties. Any variation, amendment, or modification of a Purchase Order or the Terms must be approved in writing by the Company.
- e. “OCIP” shall mean an owner-controlled insurance program.
- f. “CCIP” Shall mean a contractor-controlled insurance program.
- g. “MOB in” and “MOB out” shall refer to the process of constructing or deconstructing a piece of heavy equipment.

2. Request for Proposal (RFP) and Quotes

- a. Vendor will provide a written quote for services.
- b. Requirements for quote based on transaction type:
 - i. Purchases must include:
 1. Quote that identifies product(s) as well as additional equipment or services necessary to fully utilize product(s)
 2. Delivery date and tracking information
 - ii. Rental/Leases must include:
 1. Quote with serial numbers or other identifying information for rental equipment and all corresponding charges
 2. Terms must include rental begin and end dates
 3. A Quote for the purchase of the rental item(s) will be requested if the rental quote is more than the cost to purchase.
 - iii. Blanket Orders (recurring purchases and/or shipments of the same product) must include:

1. Period to be covered by the blanket agreement (generally covers project duration)
 2. A cancellation clause
 3. Items and/or categories of items to be covered by the Blanket Order
 4. Unit pricing must extend through the period identified above in Section 2(b)(iii)(1)
- iv. Labor Contract must include:
1. Hourly billed rates, travel, and per diem rates
 2. Description/summary of work to be performed
- v. Vendors Supporting Multiple Company Projects
1. Separate Quotes must be provided for each project unless directed otherwise by Derr & Isbell Construction, LLC.
- vi. Purchase of Permanent Materials as defined by AISC
1. Vendor must identify purchases that are considered permanent materials as defined by AISC.
 2. Vendor quote shall include the following:
 - a. The type of service, materials, class, grade, and other unique identification
 - b. The applicable specifications, drawings, process requirements, inspection instructions, and any witness points
 - c. Delivery instructions and required date
 3. Vendor acknowledges that these items are required to receive payment:
 - a. Certificate Compliance/Conformance, mill test reports and/or NDT reports
 - b. Compliance with ASTM A6, as appropriate
 - c. Product data sheets
 - d. Testing requirements as applicable
- vii. Vendor hereby warrants that if any of the above terms are missing from a quote provided by Vendor and Vendor begins to perform, and Company acquiesces to said performance, that Vendor is expressly requesting that the missing terms be provided by the Company in the Company's sole discretion and Vendor hereby waives any claim for quantum meruit or breach of an implied term.
- viii. Vendor hereby acknowledges that all payments owed to Vendor are contingent upon the products or services rendered by Vendor being accepted as satisfactory and complete by the Company and being in full compliance with the Terms and the Purchase Order.

3. Purchase Orders

- a. All Derr & Isbell Construction, LLC Purchase Orders will include an authorized purchaser name, a job number, a purchase order number (example 1711-1234), copy of the Vendor's written quote, and any special instructions before the shipment of the product and/or before rendering any services. Purchase Orders may not contain the same or similar terms as quotes received from the Vendor; it is Vendor's responsibility to read each Purchase Order carefully and thoroughly. Vendor hereby warrants that it is capable of and shall evaluate each Purchase Order and the then current Terms before acceptance of any Offer.
- b. **Sales Tax Exemption:** The Derr & Isbell Construction, LLC Purchase Order will identify if the project is sales tax exempt. The sales tax exemption documentation will be sent once to the Vendor on the initial order for the job project. Vendor will communicate with Derr & Isbell Construction, LLC prior to processing the Purchase Order if additional information or documentation is required to process sales tax exemption. Otherwise Derr & Isbell Construction, LLC will assume that Vendor has all their required documentation to process invoice with no sales tax. Any invoices with sales

tax exemption paperwork on file that are billed with sales tax will be processed and paid without sales tax.

- c. Incomplete Purchase Orders: If any of the information required by this Section 3, is missing from the Purchase Order, the Vendor will notify Derr & Isbell Construction, LLC to request and receive the missing information before proceeding with processing the order.
- d. Purchase Order Requirements based on transaction type:
 - i. Purchases must comply with the following:
 - 1. Identifies product(s) as well as additional equipment or services necessary to fully utilize ordered product(s)
 - 2. Required Delivery date and tracking information
 - ii. Rental/Leases must include:
 - 1. Serial numbers or other identifying information for rental equipment and all corresponding charges
 - 2. Rental period beginning and end dates
 - iii. Blanket Orders (recurring purchases and/or shipments of the same product) must include:
 - 1. Period to be covered by the blanket agreement (generally covers project duration)
 - 2. A cancellation clause
 - 3. Items and/or categories of items to be covered by the Blanket Order
 - 4. Unit pricing shall extend through period identified above in Section (3)(d)(iii)(1).
 - 5. Should unit pricing change, the existing blanket purchase order must be honored by Vendor. Vendor's refusal to honor said price is a material breach of these Terms and the Purchase Order and Company shall have the immediate right to cancel said Purchase Order and receive recompense for all damages caused thereby.
 - iv. Labor Contract must include:
 - 1. Hourly billed rates, travel, and per diem rates
 - 2. Any overtime hours must be approved prior to starting work by Derr & Isbell Construction, LLC.
 - 3. Hours must be recorded on work order tickets and have signed approval by Derr & Isbell Construction, LLC.
 - 4. Description/summary of work to be performed
 - v. Vendors Supporting Multiple Company Projects
 - 1. Separate Purchase Orders must be accepted for each project unless directed otherwise by Derr & Isbell Constructions, LLC
 - vi. Purchase of Permanent Materials as defined by AISC
 - 1. Vendor must identify purchases that are considered permanent materials as defined by AISC.
 - 2. Purchase Order shall include the following:
 - a. The type of service, materials, class, grade, and other unique identification
 - b. The applicable specification, drawing, process requirements, inspection instructions, and any witness points
 - c. Delivery instructions and required date
 - 3. Vendor acknowledges they understand these items must be received by Derr & Isbell Construction, LLC to receive payment.
 - a. Certificate Compliance/Conformance, mill test reports and/or NDT reports
 - b. Compliance with ASTM A6, as appropriate
 - c. Product data sheets

- d. Testing requirements as applicable
- e. Any product bought or leased by the company shall be delivered to the destination on the Purchase Order DDP, and any product or item leased by the company shall be sent to Vendor EXW. DDP and EXW are defined by the 2010 INCOTERMS as propagated by the International Chamber of Commerce. <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-rules-2010/>

4. Documentation for Delivery and Returns

- a. Vendor understand that it is their responsibility to provide and maintain documentation regarding delivery and returns.
- b. Vendor's understands that employees may be required to attend on-site orientation before gaining access to job site(s).
- c. Delivery of Order and Services
 - i. Vendor understands that written documentation (delivery tickets, packing slip, bill of lading, and any other documents evidencing shipping and delivery reasonably requested by Derr & Isbell Construction, LLC) regarding delivery is required by Derr & Isbell Construction, LLC.
 - ii. All written documentation, no matter the type of transaction (packing, bill of lading, or shipping notice) will include a list of all products and/or services being delivered, any changes or notes regarding difference between purchase order and actual delivery, and customer purchase order number. Company has the right to refuse non-conforming goods at any time before or after delivery. Time is of the essence for the delivery of conforming goods and services. Vendor does hereby assume all damages and liabilities caused by the non-delivery of conforming goods or the delivery of non-conforming goods, including the costs of delivery, return, and storage or the non-conforming goods.
 - 1. When there are discrepancies between the items delivered and the purchase order, Vendor will provide information regarding the reason for the discrepancy and when the missing or confirming products will be received.
 - iii. Requirements based on transaction type
 - 1. For Purchases, a packing slip will be included with items being delivered.
 - 2. For Rentals/Leases, a delivery ticket must include specific information regarding the rented items including serial numbers and/or other identifying information and must be signed by an authorized employee of Derr & Isbell Construction, LLC. A copy of this delivery ticket must be left with the delivery and be available upon request from the vendor for validation purposes.
 - 3. For Labor Contracts, time sheets indicating hours, rate, and dates worked must be provided daily. The daily time sheets must be approved and signed by a Derr & Isbell Construction Field Manager on the day worked and copy given to Field Manager; failure to do so will result in non-payment.
- d. Return of Rental and Lease equipment
 - i. A return ticket must include specific information regarding the rented items including serial numbers and/or other identifying information and must be signed by an authorized employee of Derr & Isbell Construction, LLC. A copy of this return ticket must be left with the project supervisor and be available upon request from the vendor electronically for validation purposes.
 - ii. Instructions must be provided with current shipping information for return of returned/leased items that are being shipped direct to vendor.

5. Payment Processing and Terms and Conditions

- a. AccountsPayable@derrsteel.com is the official email to send all invoices, statements, and correspondence.
- b. Vendor must provide a copy of their company's W-9 and current Certificate of Insurance, with the Company as an additional Insured, to receive payment.
- c. Vendor is responsible for ensuring their Account Receivable department is aware of Derr & Isbell Constructions, LLC Terms and Conditions and our account with Vendor reflects our policies and procedures regarding payments.
- d. Invoices
 - i. Vendor will email invoices within 14 days of delivery of the product or services, to AccountsPayable@derrsteel.com. Vendor understands and acknowledges that if invoices made in compliance with these Terms are not received within 14 days, Vendor shall waive any and all right to payments for that Purchase Order.
 - ii. Vendor must be able to provide proof of delivery within five (5) days of request.
 - iii. All invoices must include a Derr & Isbell Construction authorized purchaser name, a job number, and a purchase order number (example 1711-1234).
 - iv. Any invoices for damages and/or services must include proper support documentation. For example, damage to rental/lease equipment must contain before and after photos of the damage and if possible quotes for repair of the damage. A quote must be sent for damage and a new purchase order number issued prior to an invoice for damages being sent.
 - v. Invoice requirements for specific transactions:
 1. Rental/Leases invoices must include serial numbers and/or other identifying information for rental as well as rental time period being invoiced.
 - a. Invoices covering a rental period outside the original rental term given in the purchase order will not be paid without previous approval from Derr & Isbell Construction, LLC.
 - i. Vendor will notify Derr & Isbell Construction, LLC at least 30 days in advance of the end date listed in the Purchase Order. The end date shall be extended for each day that the Company has not received this notice however, the Vendor's right to receive payment shall not be so extended.
 - ii. A Vendor that wishes to receive payment beyond the original end date must receive a new Purchase Order. Vendor hereby waives the right to collect any rent for any period after the original end date but before the subsequent Purchase Order Date.
 2. Labor contract invoices for all hourly billed rates, travel and/or per diem must include:
 - a. Daily time sheets including hours, rates, and dates worked.
 - b. All timesheets must be signed by a Derr and Isbell Construction, LLC field manager.
 - c. Description/Summary of work performed
 - d. Percent complete of total scope and/or contract performed as of date of invoice.
 - e. Travel or other expenses will not be reimbursed unless specified in a Purchase Order in advance of the expense.

- f. Travel or other expenses will not be reimbursed without receipts attached to the invoice. Expenses incurred but not attached to the invoice that covers the pay period in which the expense is incurred shall not be reimbursed.
 - g. Travel or other expenses will only be reimbursed up to the cost of the minimum alternative cost for which such expenses are incurred.
- e. Statements
 - i. Vendor will send a monthly statement with all outstanding invoices to AccountsPayable@derrsteel.com no later than the 5th of each month. Failure to receive a statement could delay payment to the Vendor.
 - ii. Reconciliation of Vendor Statement
 - 1. Vendor is responsible for maintaining the accuracy of their statements and errors may result in nonpayment of invoices.
 - 2. Vendor understand that not responding promptly to communication regarding their statement could result in delays in processing their payment up to their invoices not being paid.
 - 3. End of the year reconciliation: Vendor will work with Derr & Isbell Construction, LLC to resolve any issues from the previous year by January 31 of the following calendar year. By failing to comply, Vendor will not be paid and shall thereby waive said claim or issue. Failure to bring any issue or claim to the Company's attention, arising out of the previous year, by January 31st shall also result in Vendor's waiver of any right for compensation for said claim or issue.
- f. Payment Terms
 - i. Derr & Isbell Construction, LLC is a second-tier subcontractor on most large projects. Pursuant to typical subcontractor terms, the company submits monthly pay applications to the owners and usually receives payments from project owner in approximately 45 days. Vendor will not be entitled to any payments until the Vendor's invoice is approved by the Company and then only after receipt by Company of owners' payment. A Vendor entitled to payment will be paid within 45 days of becoming entitled to payment.
 - ii. Vendor acknowledges and accepts Derr & Isbell Construction, LLC payment terms. Derr & Isbell Construction, LLC payment terms will supersede the Vendor's payment terms.
 - iii. Derr & Isbell Construction, LLC does not pay late fees or per annum rates. Therefore, Vendor will not charge these fees to Derr & Isbell Construction, LLC. These terms specifically and all other terms found in these Terms shall supersede any Vendor Master agreement or contract signed by Derr & Isbell Construction, LLC and any integration clause contained therein shall not be binding on either party unless these Terms are specifically mentioned and waived by both parties. All contracts signed by Vendor and Company do hereby incorporate these Terms by reference and if a conflict shall arise between that contract and these Terms, these Terms shall prevail unless these Terms are specifically referenced by name and waived by both parties.
 - iv. Vendor acknowledges that Derr & Isbell Construction, LLC payment terms have been sent to their Accounts Receivable team and the payment terms on the account reflects the Derr & Isbell Construction, LLC payment terms given in this agreement.
 - v. Any other payment terms than those expressed in this document must be agreed to by both parties in writing prior to execution of purchase order.

6. Insurance Requirements

- a. Vendor will provide a Certificate of Insurance.
 - i. Vendor must have the following insurance coverages and limits (“Policies”):
 1. Commercial General Liability – Each Occurrence \$1,000,000
 2. Commercial General Liability – General Aggregate \$2,000,000
 3. Automobile Liability – Combined Single Limit \$1,000,000
 4. Umbrella Liability – Each Occurrence \$5,000,000
 5. Worker’s Compensation and Employers’ Liability
Each Accident \$1,000,000
Disease – Each Employee \$1,000,000
Disease – Policy Limit \$1,000,000
 - ii. This Certificate of Insurance will be emailed to AccountsPayable@derrsteel.com.
 - iii. Vendor must have a current and valid copy of their Certificate of Insurance on file with Derr & Isbell Construction, LLC.
 - iv. Vendor’s Certificate of Insurance, Policies, and endorsements must show Derr & Isbell Construction, LLC as an additional insured.
 - v. Vendor understands that payment will be delayed until a current and valid copy of their Certificate of Insurance is received by Derr & Isbell Construction, LLC.
- b. If insurance is required to be provided by Derr & Isbell Construction, LLC, the Vendor will provide this information with their quote.

7. Cranes

- a. Crane Vendor must provide annual, monthly, weekly, or daily crane inspection reports, as required by the Company to a Derr & Isbell Project Manager or representative. If no reports are required by the Purchase Order, Vendor will provide weekly inspection reports.
- b. Crane Vendor must provide a valuation of the crane(s) prior to entering the job site.
- c. Crane Vendor must have the following insurance coverages and limits if vendor is providing the insurance (“Policies”):
 - i. Commercial General Liability – Each Occurrence \$1,000,000
 - ii. Commercial General Liability – General Aggregate \$2,000,000
 - iii. Automobile Liability – Combined Single Limit \$1,000,000
 - iv. Umbrella Liability – Each Occurrence \$10,000,000
 - v. Worker’s Compensation and Employers’ Liability
 1. Each Accident - \$1,000,000
 2. Disease – Each Employee \$1,000,000
 3. Disease – Policy Limit \$1,000,000
 - vi. This Certificate of Insurance will be emailed to AccountsPayable@derrsteel.com.
 - vii. Vendor must have a current and valid copy of their Certificate of Insurance on file with Derr & Isbell Construction, LLC.
 - viii. Vendor’s Certificate of Insurance, Policies, and endorsements must show Derr & Isbell Construction, LLC as an additional insured.
 - ix. Vendor understands that payment will be delayed until a current and valid copy of their Certificate of Insurance is received by Derr & Isbell Construction, LLC.
- d. If Derr & Isbell Construction is required to provide insurance coverage for the crane(s), crane vendor must communicate the required coverages and a Certificate of Insurance issued (from Derr & Isbell Construction) prior to the crane(s) entering the job site.

- e. If the job site is either an OCIP or CCIP, crane vendor will comply with all insurance requirements.
- f. When an operator(s) is provided by Vendor with the crane(s), the following requirements must be met:
 - i. Operator must comply with all Fit for Duty requirements (including drug testing) as set forth by Derr & Isbell Construction before entering the job site
 - ii. Operator must provide all required certifications before entering the job site
 - iii. Derr & Isbell Construction must approve all hourly bill rates (straight time and overtime),
 - 1. travel rates and per diems before entering the job site
 - iv. Any Operator overtime hours must be approved by Derr & Isbell Construction Project Manager or representative prior to commencement of work
 - v. Operator hours must be recorded on daily work tickets and approved by Derr & Isbell Project Manager or representative
 - vi. All daily work tickets to be turned into AccountsPayable@derrsteel.com on a weekly basis
- g. For all crane vendor contracts requiring MOB in or MOB out:
 - i. Written inspection of condition of arriving crane(s) prior to commencement of work and sent to AccountsPayable@derrsteel.com
 - ii. Terms and conditions of MOB in and MOB out (including a clear understanding of crane assembly and disassembly) must be approved by Derr & Isbell Construction Project Manager or representative before crane(s) enter the job site
 - iii. Written inspection of condition of departing crane(s) before leaving the job site and sent to AccountsPayable@derrsteel.com.
 - iv. Risk of damage during MOB in or MOB out shall be borne by the Vendor of the Crane unless specified otherwise in the Purchase Order and specifically referencing and disclaiming this Section 7(g)(iv).

8. Additional Terms and Conditions

- a. Indemnification. Vendor hereby agrees to indemnify and hold harmless Derr & Isbell Construction, LLC and Owner for all costs and liabilities and all claims or suits arising from, caused by, or related to any action or inaction of Vendor, including but not limited to personal injury, breach of contract intellectual property infringement, negligence, torts or infringement of patent or patent rights claimed to govern Vendor's processes, products, items, equipment, apparatus, or appliances. Derr & Isbell Construction, LLC shall give Vendor reasonable notice of any such claim or suit, and Vendor agrees to undertake, at his own expense, the defense of any and all such claims or suits at the request of the Company. Derr & Isbell Construction, LLC shall provide at Vendor's expense such assistance in defending such claim or suit as may reasonably be requested by Vendor.
- b. Warranty. Vendor expressly warrants that all goods furnished will conform to the specifications, drawings, and samples and other descriptions furnished or approved by Derr & Isbell Construction, LLC. The products will be fit for the particular purpose for which Company shall use said product, merchantable, of good material and workmanship and free from known and unknown defects. Vendor further warrants that Vendor is an expert in the use of the products delivered by Vendor and that Vendor has made such inquiries as necessary to ascertain the use for which Company intends to use the products. If the specifications, drawings, or samples will be unfit for Company's particular purpose or are unfit for the general purpose for which the product is generally used,

Vendor will bring this to the attention of the Company before delivery. Unless otherwise provided for by an express warranty or by plans and specifications giving longer or more protections, warranties shall extend for a period of the average life of the product or service performed plus 1 year. The products and services are further warranted against defect of any kind for one (1) year from the date of discovery of said defect by Dell & Isbell Construction, LLC. Vendor expressly extends all such warranties to Owner, as well as Derr & Isbell Construction, LLC. Vendor further warrants that all works/goods will comply with all warranties, guaranties, and building requirements which are imposed upon Owner, Contractor, or Vendor by municipal, state, federal or other statues or rules or regulation. Vendor agrees to indemnify Owner and Derr & Isbell Construction, LLC against all losses, damages, or expense arising from breach of any such warranties. These warranties shall survive any inspection, delivery, acceptance, or payment.

- c. Release of Liens. Before any payment for purchase order shall be due, Derr & Isbell Construction, LLC, at its option, may require the Vendor to furnish satisfactory evidence of the payment of all accounts for labor and materials pertaining to Vendor's performance before any payment for purchase order shall become due. Vendor shall, if required by Derr & Isbell Construction, LLC, procure and furnish to Derr & Isbell Construction, LLC a full and complete release of liens, or in the alternate, a surety bond of satisfactory to Derr & Isbell Construction, LLC.
- d. Acceptance Vendor's Performance. Vendor's commencement of work on the items listed on the purchase order or shipment of such items, whichever occurs first, shall be deemed an effective mode of acceptance of the express terms of the offer to purchase contained in Purchase Order and Terms. Any acceptance of the Purchase Order(s) is limited to acceptance of the express terms of, these Terms and the Purchase Order ("Offer"). Any variance of any terms of the Offer in Vendor's acceptance, to the description, quantity, price or delivery schedule shall be a rejection of this Offer unless Vendor performs and Company acquiesces to such performance in which case both agree that the original offer was thereby accepted and any variances were thereby rejected by both parties Any variance by Vendor of the other terms in an Offer in Vendor's acceptance, shall not be a rejection of this offer, and the offer shall be deemed accepted by Vendor without said additional or different terms.
- e. Non-Conforming Goods. It is agreed that no certificate given or payment made on account of this order shall be conclusive evidence of delivery and acceptance of the items in the purchase order either wholly or in part nor shall it be construed as an acceptance of defective or improper items. All materials shall be received subject to Derr & Isbell Construction, LLC inspection and acceptance. Defective material or material not in accord with Derr & Isbell Construction, LLC specifications will be held for Vendor's instructions and at the Vendor's risk, and if Vendor so directs will be returned at the Vendor's expense. Goods returned as defective will be replaced only upon issuance of a new Purchase Order. Should the Company decide to accept or utilize non-conforming goods, the Company shall deduct
 - i. 10% of the total price of the goods, and
 - ii. any costs of bringing the goods into conformity, and
 - iii. the difference in the fair market value of the goods delivered and conforming goods.Should the company reject non-conforming goods or services from Vendor, Vendor shall pay the cost of the Company to acquire conforming goods and services in addition to any other damages sustained by the Company arising from or related to the delivery of non-conforming goods or services.
- f. Taxes on Rental Property. In the event that the purchase order covers the rental of tangible personal property with or without the option to purchase vendor assumes responsibility for all taxes,

including personal property taxes or sales taxes, if any, which may be levied upon said tangible personal property while in the possession of Company, Lessee, Purchaser, or Owner.

- g. Right to Cancel.
 - i. Derr & Isbell Construction, LLC reserves the right to cancel without liability all or any part of the undelivered portion of the purchase order for any breach, whether material or otherwise, by Vendor of these Terms, the Purchase Order or any other agreement made between the parties.
 - ii. If Vendor ceases to conduct its operations in the normal course of business including inability to meet its obligations as they mature or if any proceedings under bankruptcy or insolvency laws is brought by or against the Vendor, or a Receiver for Vendor is appointed or applied for, or an assignment for the benefit of creditors is made by Vendor, Purchaser may terminate the order without liability except for deliveries previously made or for goods covered by the order then completed and subsequently delivered in accordance with terms of the order.
- h. Marketing. Vendor shall not advertise or publicly announce the fact that Vendor has contracted to supply any machinery, equipment, material, or services for Derr & Isbell Construction, LLC without obtaining prior written permission of Derr & Isbell Construction, LLC.
- i. Modifications of Specifications. Derr & Isbell Construction, LLC reserves the right to change specifications. Such change to be in writing signed by a duly authorized representative of Derr & Isbell Construction, LLC. Any difference in contract price resulting from such changes shall be equitability adjusted and the contract shall be modified in writing accordingly.
- j. Due Date: Payment due date will be calculated from the date the invoice is received by Derr & Isbell Construction, LLC, accepted by Purchaser in accordance with the Purchase Order terms and instructions, and Purchaser has made the appropriate payment to Company.
- k. Taxes. All sales or use taxes and any other taxes the Vendor is responsible for are included in the purchase price and Derr & Isbell Construction, LLC shall have no liability therefore unless project is sales tax exempt.
- l. Amendment of a Purchase Order. No negotiations, oral agreements, or other understanding shall in any way modify a Purchase Order, or these Terms; written modifications, to be effective, must refer to the specific Purchase Order number or clause of this agreement and an amended Purchase Order must also contain all unaltered clauses such that all matters relating to that Purchase Order are accounted for in a single document.
- m. Time is of the Essence. Time is of the essence to the performance of purchase orders and where delivery dates are specified therein, failure to deliver in accordance therewith shall constitute a materials breach of the purchase order.
- n. Choice of Law. These Terms and Purchase Orders shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by the laws of the State of Georgia.
- o. Integration. These Terms and the Purchase Orders constitute the entire agreement of the Parties regarding the subject matter hereof, and supersedes all other agreements between them, whether oral or written, regarding the subject matter hereof. Any contract, including contracts with integration clauses that do not specifically disclaim these Terms, made between the parties that does not specifically disclaim these Terms are subject to these Terms and the terms hereof shall have priority if in conflict with any future agreement.
- p. Venue. The Parties agree that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state and federal courts located in Georgia. The parties hereby

irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

- q. Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Vendor, by operation of law or otherwise, without the prior written consent of Company, and any attempted transfer, assignment or delegation without such consent will be void and without effect. Company may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective representatives, heirs, administrators, successors and permitted assigns.
- r. Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect to the maximum extent allowed by law. However, if any adjudicator determines that any provision of this agreement is invalid, illegal, or incapable of being enforced but that by limiting said provision it may be enforceable, then said provision shall be deemed so limited and construed.
- s. Intellectual Property. Nothing in this Agreement shall be construed as to convey to Vendor any interest, title, or license in any intellectual property owned by Company, or other resource(s) used by Vendor in connection with services provided.
- t. Grammar. Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.
- u. No Presumption Against the Draftsman. The Parties agree that these Terms and the Purchase Orders are mutually agreeable. It is therefore the intent of both Parties, and both Parties agree, that the entity interpreting or construing these Terms and the Purchase Orders shall not apply a presumption that the provisions shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who prepared it, it being agreed upon that all Parties have obtained counsel that advise them of the advisability of entering into this Terms and the Purchase Orders or have knowingly and intelligently waived their right to do the same.
- v. Waiver. No waiver by any Party of any of the provisions hereof will be effective, unless explicitly set forth in writing and signed by the Party so waiving.
- w. Survival of Warranties. All warranties made by Vendor shall survive the termination of this agreement.

[The rest of this page left intentionally blank, signature page to follow]

Now therefore, in acknowledgement of consideration duly given and received, the Parties listed below have read and agree to the terms and conditions of this document.

Derr & Isbell Construction, LLC

Vendor Name

10904 Crabapple Road,
Roswell, Georgia, 30075, USA

Vendor Principal place of business

Signature of Authorized Signer on Behalf of
Vendor

Signature of Authorized Signer on Behalf of
Company

Authorized Signer's Name

Authorized Signer's Name

Authorized Signer's Title

Authorized Signer's Title

Date

Date