

SSOE Group Purchase Order Terms and Conditions (Construction)

- 1) The entity (hereinafter referred to as "Contractor/Vendor") identified on this purchase order ("PO") shall furnish to the SSOE Group company identified on this PO (hereinafter referred to as "SSOE Group") all equipment, materials, tools, labor and supervision necessary to perform the work ("Work") required in accordance with the drawings, specifications, and descriptions provided by SSOE Group under this PO. No substitutions to materials or equipment specified shall be permitted except through the expressed written approval of SSOE Group.
- 2) By accepting this PO and/or performing any of the Work under this PO, the Contractor/Vendor certifies that it has read and accepts these terms and conditions. No agreements or other understandings modifying the terms and conditions of this PO, including any terms and conditions contained on any quotation(s) of the Contractor/Vendor shall be binding upon SSOE Group unless made in writing and signed by both Contractor/Vendor and SSOE Group and specifically states that the same is an amendment to this PO.
- 3) All quotes and invoices issued by Contractor/Vendor, associated with this PO shall reflect the total sum of the PO and will include all things necessary to complete the Work, and shall also include all federal, state, local, sales, use, excise, and other taxes of a like nature which Contractor/Vendor may be required to collect or pay with respect to the Work. The PO number must be plainly marked on all invoices. Invoices must be forwarded to the SSOE Group Accounts Payable address listed on this PO. Invoices for Work performed on a "time and material" basis shall be accompanied by daily labor and material usage sheets signed by the Contractor's and SSOE Group's representatives.
- 4) None of the Work at the construction site shall be performed by subcontractors except as authorized in writing by SSOE Group prior to the arrival of such subcontractors at the construction site. Contractor/Vendor shall complete and submit the attached Subcontractor Authorization form for each subcontractor to be utilized on the construction site. Such approved subcontractors shall acknowledge the terms and conditions and maintain the required insurance per Paragraph 17.
- 5) All personnel of the Contractor/Vendor and authorized subcontractors may be required to undergo background checks and drug testing at the discretion of SSOE Group and/or the SSOE Group client. If required, the cost of such checks and testing shall be borne by the Contractor/Vendor. SSOE Group at its sole discretion may prohibit any individual from being granted access to the SSOE Group client's facility and/or the construction site, or may direct the Contractor/Vendor to remove any individual.
- 6) It is understood and agreed by the parties that time is of the essence in the completion of the Work ordered under this PO. SSOE Group reserves the right to cancel all or any part of this Order if not delivered as ordered.
- 7) All items covered by this PO shall be f.o.b. to the construction site, unless otherwise specified herein. No charge will be allowed for containers, crating, boxing, shipping, storage or demurrage unless stated herein.
- 8) The Contractor/Vendor shall keep the construction site clean and orderly at all times, and shall remove all uninstalled materials and debris in order to maintain the construction site in a clean and orderly condition at all times.
- 9) SSOE Group may order the Contractor/Vendor to make changes in the Work. Such changes shall only be made through an amendment to this PO issued by SSOE Group. Any changes made by the Contractor/Vendor other than under an amendment to this PO shall be at the Contractor's/Vendor's sole cost and liability.
- 10) Payment for the Work hereunder shall not constitute acceptance thereof. SSOE Group shall have the right to inspect such Work and to reject any or all of said Work, which are in SSOE Group's judgment defective. In the event of such rejection, in addition to any rights to damages available to SSOE Group at law, Contractor/Vendor agrees to repay to SSOE Group the purchase price of any Work rejected. Additionally, SSOE Group may elect to set-off any amounts due to Contractor/Vendor under this or any other agreement for expenses or damages incurred by SSOE Group associated with the rejection of any Work. Goods so rejected and Work supplied in excess of quantities called for herein may be returned to Contractor/Vendor at Contractor/Vendor's expense and, in addition to SSOE Group's other rights, SSOE Group may charge Contractor/Vendor all expenses of uncovering, examining, and repairing or replacing such Work and SSOE Group shall have the right to cancel any other order with Contractor/Vendor for similar Work. In the event Contractor/Vendor performed Work whose defects or non-conformity is not apparent on examination resulting in deterioration of its finished product, SSOE Group reserves the right to acquire the replacement, as well as payments of damages.
- 11) Contractor/Vendor warrants that all items covered by this PO will not infringe upon any United States or foreign patent or patent right, and Contractor/Vendor agrees to indemnify and hold harmless SSOE Group, and anyone selling or using any of the items against all judgments, decrees, costs and expenses resulting from any alleged infringement; and Contractor/Vendor further agrees that it shall upon the request of SSOE Group, and at Contractor/Vendor's own expense, defend or assist in the defense of any action which may be brought against SSOE Group or those selling or using any of the items by reason of such alleged infringement.
- 12) It is understood that Contractor/Vendor shall warrant and guarantee for a period of one (1) year commencing upon final completion of the Work, or Contractor/Vendor or manufacturer explicit warranty period, if greater, all of the Work furnished pursuant to this PO, and that all materials used and all Work performed have been in accordance with the drawings and specifications provided Contractor/Vendor by SSOE Group. No substitutions from the items specified on the drawings and specifications furnished by SSOE Group shall be permitted except by the expressed written approval of SSOE Group. Contractor/Vendor agrees for above said warranty period to replace and repair defective materials and/or workmanship covered by this PO, and to indemnify SSOE Group against any and all liabilities whatsoever for damages and/or expenses which are incurred by SSOE Group by virtue of defective material or workmanship in the items and/or labor supplied under this PO.
- 13) All of the Contractor/Vendor's personnel and the personnel of authorized subcontractors performing Work at the construction site shall be employees of the Contractor/Vendor or subcontractor. None of such personnel shall be deemed to be the agent, servant or employee of SSOE Group or SSOE Group's client.
- 14) Any personnel of the Contractor/Vendor or authorized subcontractors performing Work on the construction site may be required to undergo background checks and drug testing at the discretion of SSOE Group and/or the SSOE Group client, before being granted access to the construction site. If required, the cost of such checks and testing shall be borne by the Contractor/Vendor. SSOE Group at its sole discretion may prohibit any individual from being granted access to the construction site.
- 15) All Work performed under this PO shall be in compliance with all Federal, State and local laws and regulations regarding worker safety. Contractor/Vendor is responsible for the supervision, training, and equipment necessary for compliance with the laws and regulations. For construction, demolition, installation, maintenance, or non-consulting service Work performed under this PO, Contractor/Vendor shall complete and submit to the SSOE Group representative a Safe Plan of Action (SPA) each day before the start of Work on the SPA form that

will be provided. Contractor/Vendor shall complete and return the SSOE Group Indemnification and Liability Release form prior to performing any construction, demolition, installation, maintenance, or non-consulting service Work.

- 16) To the fullest extent permitted by Laws and Regulations, the Contractor/Vendor shall defend, indemnify and hold harmless SSOE Group, SSOE Group's client, and their separate respective officers, directors, members, partners, employees, parents, subsidiaries, consultants and subcontractors (collectively referred to as "Indemnified Parties") of each and any of them from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, including but not limited to claims, cost, loss, or damage attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom caused by any act (negligent or otherwise) or omission of the Contractor/Vendor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- 17) Before proceeding with the Work specified in and for three (3) years following the date of final completion of the Work under this PO, the Contractor/Vendor shall, at its own cost and expense, procure and keep in force and in effect at least the following kinds and amounts of insurance coverage:
 - a) Worker's Compensation and Occupational Diseases insurance with statutory limits and Employer's liability coverage with a limit of \$1,000,000.00 on an occurrence basis;
 - b) Comprehensive General Liability insurance including the Indemnified Parties as additionally insured's hereunder with respect to all operations within the scope of the PO, and with respect to the supervision of such operations. Notwithstanding any provisions of this policy, the insurance afforded by this endorsement is primary insurance with a \$1,000,000.00 single limit of liability per occurrence covering:
 - i) premises operations, including coverage for explosion, collapse, or damage to underground property; also elevators, if any;
 - ii) products or completed operations coverage;
 - iii) contractual liability coverage for the hold harmless clause contained herein;
 - iv) contractor's protective liability coverage for all operations sublet to others on work performed for SSOE Group, and;
 - v) elimination of the exclusion with respect to materials and property under the care, custody and control of the Contractor/vendor;
 - c) Automobile liability insurance, comprehensive form, with a single limit of liability per occurrence of \$1,000,000.00 covering all owned, non-owned and hired vehicles used by Contractor/Vendor while performing operations in connection with the PO;

The Contractor/Vendor shall furnish to the SSOE Group representative a certificate showing evidence of insurance in the types and amounts required herein.

- 18) SSOE Group has the right to terminate this PO or any portion of it at its sole discretion or upon the occurrence of any of the following: (a) insolvency of the Contractor/Vendor; (b) Contractor/Vendor's filing a voluntary petition in bankruptcy or application for the appointment of a receiver or trustee of its assets; (c) an involuntary petition to have Contractor/Vendor declared bankrupt not vacated within 30 days from the date of filing; and (d) the execution by Contractor/Vendor of an assignment for the benefit of creditors; (e) the Contractor's/Vendor's material breach of any of the terms and conditions of this PO; (f) the Contractor's/Vendor's failure to perform the Work as required; or (g) the modification or termination of the agreement between SSOE Group and the SSOE Group client. In the event of SSOE Group's decision to terminate this PO, the Contractor/Vendor shall be compensated for that portion of the Work performed prior to the receipt of notification of termination which is accepted by SSOE Group. SSOE Group shall have no obligation to compensate the Contractor/Vendor for Work not performed and accepted by SSOE Group.
- 19) Contractor/Vendor certifies that all items and/or labor under this PO and all prices charged shall comply with all federal, state and local laws and regulations relative thereto and all pricing and safety laws and regulations. To the extent applicable, the clauses with respect to government contracts set forth in 41 C.F.R., Sections 1-1.805-3, (labor surplus areas), 1-1.1310-2 (minority business enterprises), 60-1.4 (equal opportunity), 60-1.40 (affirmative action), 60-1.8 (non-segregated facilities), 60-300.5(a) (employment of veterans), 60.741.5(a) (employment of persons with disabilities), at F.P.R. Section 1-1.710-3 and 48 C.F.R. 52.219-8 and 52.219-9 (small business concerns), Executive Order 12138 (women-owned businesses) and at 42 U.S.C. Section 12101 et seq. (American with Disabilities Act) are incorporated by reference and shall have the same binding effect as if reproduced herein in their entirety. **Furthermore, and to the extent applicable, Contractor/Vendor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** Acceptance of this PO constitutes certification of compliance by the Contractor/Vendor to SSOE Group.
- 20) Contractor/Vendor shall at all times comply with all applicable laws, regulations and governmental requirements, including without limitation national and international laws governing export and import control and ethical business practices, including but not limited to the Sherman and Clayton Anti-Trust Acts, Robinson-Patman Act, and the Federal Trade Commission Act.. Contractor/Vendor shall at all times comply with the U.S. Foreign Corrupt Practices Act and any other similar laws which prohibit the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality, or other individuals to assist it or SSOE Group in obtaining or retaining business. Likewise, SSOE Group requires that its employees comply with the SSOE Group Code of Ethics and Standards of Business Conduct, which may be found on the SSOE Group website at <http://www.ssoe.com/about-us/ethics>.
- 21) Any and all drawings, specifications and other documents or materials prepared by SSOE Group for use by Contractor/Vendor shall remain the sole property of SSOE Group or the SSOE Group's client, and shall be returned to SSOE Group upon the final approval/acceptance of the Work, termination of this PO, or upon demand by SSOE Group. Further, Contractor/Vendor shall not without the express written consent of SSOE Group use the information contained in these drawings, specifications or other documents or materials except as it relates to the Work covered by this PO.
- 22) The terms, conditions and performance of this PO shall be governed and construed in accordance with the laws of the State of Ohio.
- 23) SSOE Group shall pay the Contractor/Vendor for the Work in accordance with the stated terms, either following final completion and acceptance of the Work by SSOE Group, or on a monthly basis as stated in the PO, and following receipt of an acceptable invoice by SSOE Group. In cases where Contractor/Vendor is a subcontractor providing pass through services/material/support on a project for an SSOE Group client, payment shall be due net ten (10) days following SSOE Group's receipt of associated payment from the SSOE Group client. For all other cases, payment shall be due net thirty (30) days following SSOE Group's receipt of an acceptable invoice.

SSOE Group Construction Purchase Order

SUBCONTRACTOR AUTHORIZATION

Refer to Paragraph 4 of the SSOE Group Construction PO Terms and Conditions.
Must be completed and signed before granting subcontractor access to the construction site.
Complete and submit a separate form for each subcontractor.

SSOE Group PO Number: _____

Subcontractor Company Name: _____

Street Address: _____

P.O. Box: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Name of Authorized Representative (printed): _____

Contractor/Vendor acknowledges that the subcontractor has received a copy of the SSOE Group PO terms and conditions issued with the SSOE Group PO, and will abide by these terms and conditions, including the insurance requirements contained therein, in addition to any other terms and conditions contained in any agreement between the Contractor and subcontractor for the Work to be performed by subcontractor under the SSOE Group PO.

Signature of Contractor's Authorized Representative: _____

Name (printed): _____

Date: _____

SSOE Group Approval

Signature: _____

Name (printed): _____

Date: _____