

# SSOE Group Purchase Order Terms and Conditions (Goods)

1. The entity (hereinafter referred to as "Vendor") identified on this Purchase Order ("PO") shall furnish to the SSOE Group company identified on this PO (hereinafter referred to as "SSOE Group") the items ("Goods") listed on this PO. No substitutions from the Goods specified on the PO or the accompanying drawings and specifications furnished by SSOE Group shall be permitted except by the expressed written approval of SSOE Group.
2. By accepting this PO and/or supplying any of the Goods ordered under the PO, Vendor certifies that it has read and accepts these terms and conditions, and that these terms and conditions shall govern the relationship and obligations between the Vendor and SSOE Group regarding this PO. No agreements or other understandings or documents modifying the terms and conditions of this PO, including any terms and conditions contained on any quotation(s) of the Vendor shall be binding upon SSOE Group unless made in writing and signed by both Vendor and SSOE Group and such signed document specifically states that the same is an amendment to this PO.
3. All quotes and invoices issued by Vendor associated with this PO shall reflect the total sum of the PO and will include all federal, state and local sales, use, excise and other taxes of a like nature which Vendor may be required to collect or pay with respect to the Goods sold. All invoices must have the PO number plainly marked on the invoice. Invoices must be forwarded to the SSOE Group Accounts Payable address listed on this PO.
4. It is understood and agreed by the parties that time is of the essence in the supply of Goods under this PO. SSOE Group reserves the right to cancel all or any part of this PO if not delivered as ordered.
5. SSOE Group may order the Vendor to make changes in the Goods ordered under this PO. Such changes shall only be made through an amendment to this PO issued by SSOE Group. Any changes made by the Vendor other than under an amendment to this PO shall be at the Vendor's sole cost and liability.
6. All items covered by this PO shall be f.o.b. to the "Ship To" address identified on this PO, with freight and shipping costs pre-paid and added to the invoice.
7. Payment for the Goods delivered hereunder shall not constitute acceptance thereof. SSOE shall have the right to inspect such Goods and to reject any or all of such Goods which are in SSOE's judgment defective. In the event of such rejection, in addition to any rights to damages available to SSOE at law, Vendor agrees to replace the defective Goods or, at SSOE Group's discretion, SSOE Group shall deduct the rejected Goods from the value of this PO. Goods rejected or supplied in excess of quantities called for herein may be returned to Vendor at Vendor's expense and, in addition to SSOE's other rights SSOE may charge Vendor all expenses of unpacking, examining, repackaging, storing and reshipping such Goods. SSOE shall have the right to cancel any other PO with Vendor for similar Goods. In the event SSOE received Goods whose defects or non conformity is not apparent on examination resulting in deterioration of its finished product, SSOE reserves the right to acquire the replacement, as well as payments of damages.
8. Vendor warrants that all Goods under this PO will not infringe upon any United States or foreign patent or patent right, and Vendor agrees to indemnify and hold harmless SSOE Group and anyone selling or using any of the Goods against all judgments, decrees, costs and expenses resulting from any alleged infringement. Vendor further agrees that it shall upon the request of SSOE Group and at 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.
9. It is understood that Vendor shall warrant and guarantee for a period of one (1) year from the date of receipt or the Vendor's explicit warranty period, if greater, all workmanship and materials for the Goods ordered pursuant to this PO and that all Goods supplied have been in accordance with the drawings and specifications provided Vendor by SSOE Group. Consultant/ 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. Warranties for Goods purchased under this PO on behalf or for a SSOE Group client shall extend to and run for the benefit of the SSOE Group client.
10. Should the supply of Goods under this PO include the Vendor performing any services at the SSOE Group project site, the Vendor agrees and accepts that the following shall apply.
  - A. Such person(s) performing the services shall not be deemed to be the agent, servant or employee of SSOE Group or SSOE Group's client.
  - B. Any person(s) of the Vendor or authorized subcontractors performing such services 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 SSOE Group project site. If required, the cost of such checks and testing shall be borne by the Vendor. SSOE Group at its sole discretion may prohibit any individual from being granted access to the SSOE Group project site.
  - C. To the fullest extent permitted by Laws and Regulations, the 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 supply of Goods and services, provided that any such claim, cost, loss, or damage is 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 Vendor, any of the Vendors' subcontractors, suppliers, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods or services or anyone for whose acts any of them may be liable .
  - D. Before proceeding with the services and for three (3) years following the date of final completion of the services under this PO, the Consultant/Vendor shall, at its own cost and expense, procure and keep in force and in effect policies of insurance providing 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 which shall include the Indemnified Parties as additionally insured hereunder with respect to all such services performed by the Vendor, and with respect to the supervision of such operations. Notwithstanding any provisions of such policies, 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 services performed for SSOE Group, and;
  - V. elimination of the exclusion with respect to materials and property under the care, custody and control of the Consultant/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 Consultant/Vendor while performing operations in connection with the PO;

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

11. 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 supply the Goods 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 the Goods received 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 Goods not received and accepted by SSOE Group.
12. Consultant/Vendor certifies that all Goods furnished 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, 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 Vendor to SSOE.
13. 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. 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 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>.
14. Any and all drawings, specifications and other documents and materials prepared by SSOE Group for use by 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 Goods, termination of this PO, or upon demand by SSOE Group. Further, Vendor shall not without the express written consent of SSOE Group use the information contained in these drawings, specifications or other documents and materials except as it relates to the items and work covered by this PO.
15. The terms, conditions and performance of this PO shall be governed and construed in accordance with the laws of the State of Ohio.
16. In cases where this PO is issued in conjunction with a project for a 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 receipt of an acceptable invoice.