

**THE TEX-ISLE SUPPLY STANDARD TERMS AND CONDITIONS, DATED FEBRUARY 2016, ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER BY REFERENCE AND SHALL BE THE SOLE TERMS AND CONDITIONS GOVERNING THIS PURCHASE ORDER. SELLER HEREBY ACKNOWLEDGES RECEIPT OF THE TEX-ISLE SUPPLY STANDARD TERMS AND CONDITIONS, AND BUYER AND SELLER AGREE TO BE BOUND SOLELY BY SUCH TEX-ISLE SUPPLY STANDARD TERMS AND CONDITIONS IN CONNECTION WITH THIS PURCHASE ORDER, RENDERING ANY OTHER TERMS AND CONDITIONS RELATING TO THIS PURCHASE ORDER NULL AND VOID, REGARDLESS OF WHETHER SIGNED BY BUYER OR SELLER.**

Additional copies of the Tex-Isle Supply Standard Terms and Conditions, dated February 2016, can be obtained at:

Tex-Isle Supply, Inc.  
10000 Memorial Drive, Suite 600  
Houston, Texas 77024  
Attention: Christopher Kayem  
Telephone: (713) 461-1012  
Facsimile: (713) 461-5168

These Tex-Isle Supply Standard Terms and Conditions, dated February 2016 (these “Terms and Conditions”), are incorporated in purchase orders issued by Tex-Isle Supply, Inc., a Texas corporation (“Buyer”), for the purchase of various goods and services. “Seller,” as identified in the Purchase Order, agrees to sell, furnish and deliver, and Buyer agrees to purchase and pay for, the Goods, in accordance with the terms and conditions of the Purchase Order, including these Terms and Conditions which are incorporated by reference into the Purchase Order. If any part of these Terms and Conditions conflict with any specific terms included within the Purchase Order issued by Buyer, then such specific terms shall control.

1. **ACCEPTANCE AND ENTIRETY.** Except to the extent expressly set forth in Sections 18 and 23 hereof, the Purchase Order shall constitute the entire agreement between the parties and supersede all prior agreements, representations and understandings between the parties (whether written or oral) with respect to the provision of the Goods hereunder. As used in these Terms and Conditions, the “Purchase Order” means the purchase order issued by Buyer which incorporates these Terms and Conditions by reference, and the attachments, exhibits and documents expressly referenced in such purchase order and these Terms and Conditions. “Goods” means those goods, work or services described in and to be furnished under the Purchase Order.

2. **EFFECTIVENESS.** The Purchase Order becomes effective when (a) executed by both the Buyer and Seller or (b) when Seller commences performance or tenders the Goods after issuance of the executed Purchase Order to Seller by Buyer. Buyer and Seller agree not to conduct any transactions contemplated by the Purchase Order by electronic means, except for notices by facsimile as specifically set forth in Section 27. The Purchase Order will be governed by the laws of the State of Texas, exclusive of conflict of laws principles. Buyer will have no obligation to make any payment to Seller before and unless the Purchase Order becomes in full force and effect in accordance with this Section.

3. **CONTROLLING TERMS.** Buyer objects to the inclusion of any different or additional terms by Seller in Seller’s acceptance of the Purchase Order. Electronic commerce transactions between Buyer and Seller will be solely governed by the Purchase Order, and any terms and conditions on Seller’s internet site will be null and void and of no legal effect on Buyer. If the Purchase Order has been issued by Buyer in response to an offer by Seller, and if any of the terms within the Purchase Order are different from or additional to any terms of Seller’s offer, then the issuance of the Purchase Order by Buyer will constitute a conditional acceptance of Seller’s offer as amended by the Purchase Order and will result in a binding contract if Seller assents by execution or performance thereof. If Seller includes or attaches any such different or additional terms in Seller’s purported and executed acceptance, but proceeds to commence performance or tender all or any part of the Goods, then Seller expressly agrees that such execution constitutes an acceptance of Buyer’s Purchase Order and a binding contract will result solely upon Buyer’s terms and conditions as stated in the Purchase Order, which contract will not include Seller’s different or additional terms or conditions.

4. **INSPECTION, EXPEDITING, AND DOCUMENTATION.** Seller is fully responsible for the implementation of the Purchase Order, including, as applicable, for the design, fabrication, manufacture, production, and construction of the Goods, and for compliance with all terms, conditions, specifications, drawings, and other requirements of Buyer, in accordance with the laws of any applicable jurisdiction. Buyer will have the right to inspect and expedite, at no additional cost to Buyer, the Goods in process of manufacture, in storage, in transit, and upon delivery to assure compliance with the Purchase Order. Seller will provide Buyer with reasonable access to Seller’s premises, so that Buyer may perform any

such inspection of the Goods. Buyer will be supplied by Seller, upon request or as needed, with data, drawings, specifications, test results, quality documentation, schedules and other documents and information in accordance with the documentation requirements included in the Purchase Order. Buyer’s inspection, waiving of inspection, review, approval, or acceptance of the Goods or provision of any information, drawings or data under the Purchase Order will not relieve or discharge Seller, either expressly or by implication, of Seller’s responsibilities and obligations under the Purchase Order.

5. **TIME OF PERFORMANCE. SELLER ACKNOWLEDGES THAT THE DATE(S) OF DELIVERY SPECIFIED IN THE PURCHASE ORDER ARE CRITICAL AND TIME IS OF THE ESSENCE OF THE PURCHASE ORDER FOR THE AVOIDANCE OF SUBSTANTIAL LOSS TO BUYER AND VARIOUS CONTRACTORS. SELLER’S FAILURE TO MEET THE DELIVERY DATES WITHOUT BUYER’S WRITTEN CONSENT CONSTITUTES A MATERIAL BREACH OF CONTRACT AND A MATERIAL DEFAULT UNDER THE PURCHASE ORDER.** In the event of delay, or anticipated delay, from any cause, Seller will immediately notify Buyer in writing of the delay or anticipated delay, and its approximate duration, and Seller will undertake to shorten or make up the delay by all reasonable and expeditious means. Buyer, at its option, may require or approve in writing a new shipping or delivery date, or progress requirements, in response to Seller’s notice. If Seller fails to meet the shipping or delivery date or progress requirements established in the Purchase Order without Buyer’s written approval, then Buyer may in such case, without penalty, cancellation or other fee, and without prejudice to any other rights which it may have, cancel all or any part of the Purchase Order and make such other arrangements as Buyer may consider necessary or desirable under the circumstances.

6. **SHIPMENT, TITLE, AND RISK OF LOSS.** Seller is responsible for properly and carefully packing and shipping the Goods, at its expense unless otherwise specified in the Purchase Order, to the destination set forth in the Purchase Order (the “Destination”). Seller will comply with any documentary requirements as provided for in the Purchase Order or instructions of Buyer in the shipment process. Unless otherwise specified in Purchase Order, title to the Goods (and in the event that the Goods are made to order, then title to all material, inventory and work in progress, design data, other documentation, and all contractual rights thereto) will vest in Buyer immediately upon delivery of the Goods to Buyer at the Destination. Seller warrants that upon passage of title, Buyer shall have good title, free and clear from any and all liens, restrictions, reservations, security interests and encumbrances. Notwithstanding vesting of title and any other provision in the Purchase Order to the contrary, Seller will bear the risk of loss and damage and will insure or self-insure, for the benefit of Seller and Buyer, the Goods in its care, custody and control, including material supplied to Seller for incorporation into, or work in conjunction with, the Goods, until the same are delivered to the Destination and accepted by Buyer, in accordance with the provisions of Section 7 below.

7. **CONFORMING GOODS AND ACCEPTANCE.** No substitution of the Goods in whole or in part will be permitted without the prior written approval of Buyer. Prior to shipment, Seller will carefully inspect and test the Goods for conformance to the requirements of the Purchase Order. Upon delivery of the Goods or in any other location or time as may be specified in the Purchase Order, Buyer will conduct an inspection of the Goods in accordance with its standard procedures and may accept or reject the Goods, in whole or in part; provided, however, that Buyer reserves all rights provided for in the Purchase Order to reject any Goods, in whole or in part, at a later time upon discovery of a latent defect not apparent by such normal inspection. If the Goods received do not conform to those ordered, or if more or less by five percent (5%) or greater than the quantity ordered

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are shipped, then Buyer may reject such shipment in whole or in part by giving notice thereof to Seller. Seller will remove any rejected Goods at Seller's expense within ten (10) business days after notice. If any Goods are rejected by Buyer, then Seller will not ship any replacement Goods without the prior written approval and directions of Buyer. For any defective, non-conforming, or rejected Goods, Buyer may cancel the Purchase Order in whole or in part without any obligation to pay a cancellation fee or other fee or penalty.

8. **WARRANTY.** Seller warrants to Buyer that the Goods furnished under the Purchase Order, whether manufactured, fabricated, or otherwise produced or provided by Seller or others, will (a) strictly conform to the descriptions, data, drawings, plans, specifications, performance criteria, and sample, if any, and other requirements referred to in the Purchase Order; (b) be of merchantable quality and fit for the purpose(s) intended; (c) conform with all applicable laws, ordinances, codes and regulations; and (d) be free from defects in materials and workmanship for the shorter of (i) one (1) year after being placed in service by Buyer or (ii) twenty-four (24) months from date of acceptance by Buyer. All work on the Goods or otherwise in the performance of the Purchase Order will be done in a skilled manner and will be of first-class quality and workmanship in every respect. If required by Buyer, then Seller will supply satisfactory evidence of the origin, composition, manufacture, kind and quality of the Goods.

9. **WARRANTY REMEDIES.** If, within the warranty period specified in Section 8 above, Buyer discovers any defect, error, noncompliance, nonconformity, omission, operational or performance deficiency or breach of any warranty as to the Goods, then Seller will promptly repair, reperform, or replace without cost to Buyer the Goods in question (including removal, reinstallation, access, shipping, and labor costs). Such repair, reperformance, or replacement will be warranted for a period of twelve (12) months from its acceptance by Buyer. If Seller fails after reasonable notice to proceed promptly with and complete the repair, reperformance, or replacement of the defective Goods, then Buyer may repair, reperform, or replace the Goods and charge all related costs (including labor and access costs) to Seller without voiding the warranties in the Purchase Order, and without Buyer waiving any other rights or remedies it may have under the Purchase Order. Buyer shall have the benefit of the foregoing warranty and warranty remedies in Sections 8 and 9, and such rights and remedies are in addition to any other rights or remedies provided in law, equity, or under the Purchase Order.

10. **LAWS.** In its performance under the Purchase Order, Seller agrees to strictly comply with all applicable laws, treaties, ordinances, codes and regulations, and specifically with, but not limited to, any import and export, and health, safety and environmental laws, treaties, ordinances, codes and regulations of any jurisdiction (whether international, country, region, state, province, city, or local) where the Purchase Order may be performed. Upon Buyer's written request, Seller will provide any certification of compliance required by any federal, state, or local law, ordinance, code, or regulation.

11. **PATENTS, COPYRIGHTS, TRADEMARKS AND TRADE SECRETS.** Seller warrants, represents and covenants that, in the absence of detailed and customized specifications of Buyer, the design, fabrication, manufacture, production, sale, distribution and intended use of the Goods do not infringe, directly or indirectly, in whole or in part, upon any patent, copyright, trade secret, trademark, trade name, or other intellectual property right of any third party. **IN REGARD TO CLAIMS MADE AGAINST BUYER BY ANY THIRD PARTY, SELLER AGREES TO RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS BUYER, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, USERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "BUYER GROUP") FROM AND**

**AGAINST ANY AND ALL CLAIMS, COSTS (INCLUDING ATTORNEY FEES AND COURT COSTS), EXPENSES, FINES, PENALTIES, LOSSES, DAMAGES, AND LIABILITIES ARISING OUT OF ANY ALLEGED OR ACTUAL PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE NAME, OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT OR OTHER CLAIM, DEMAND OR ACTION ARISING FROM OR RELATED TO THE DESIGN, FABRICATION, MANUFACTURE, PRODUCTION, SALE OR DISTRIBUTION OF THE GOODS.** The foregoing warranty and indemnity shall not apply in respect of Goods whose alleged infringing condition is caused exclusively by Buyer's specifications or by Buyer's own modifications to the Goods following delivery by Seller.

12. **ASSIGNMENT AND NOTICE OF SELLER CHANGES.** Seller will not sell, assign, or transfer the Purchase Order, or any part thereof, or any money due under the Purchase Order, without the prior written consent of Buyer. If consent is granted, then any such assignment by Seller will not (a) increase or alter Buyer's obligations, (b) diminish the rights of Buyer or (c) relieve Seller of any of its legal obligations under the Purchase Order. Buyer reserves the right to assign the Purchase Order, in whole or in part, to any party, including Buyer's affiliates.

13. **CANCELLATION.** Unless otherwise provided in the Purchase Order, Buyer has the right at any time to cancel all or any separable part of the Purchase Order by written notice. Termination by Buyer for cause is covered under Section 22 below. No cancellation payment will be owed by Buyer to Seller unless mutually agreed upon in writing, and any such payment will be based on that portion of the Purchase Order price as any work satisfactorily performed to the date of the cancellation bears to the entire work or Goods contracted for, less any money paid to Seller. Seller will not be entitled to any lost profit, lost revenue, lost business opportunity, or any incidental, indirect, economic, consequential or other damages because of cancellation. At the time of such cancellation by Buyer, Seller will immediately discontinue all work pertaining to the Purchase Order, including not placing additional purchase orders or making any other commitment, and canceling forthwith any existing purchase orders and commitments on the best possible terms. Pending Buyer's instructions, Seller will preserve and protect the Goods on hand, work in progress, supplier data, and completed work, both in its own and in its suppliers' facilities. If the Goods have been paid for in whole or in part, then Buyer has the immediate right to enter Seller's premises to take possession and remove the Goods and all drawings, records, materials and equipment to be incorporated into the Goods.

14. **CHANGES IN THE GOODS.** Seller will make no unilateral change, substitution, or revision without Buyer's prior written consent. Buyer has the right to make changes in the character or quantity of the Goods, or in the manner or time of performance of the Purchase Order. Notice of change will be in writing and signed by a duly authorized representative of Buyer. If Seller is unable to comply with the change, then Seller will notify Buyer in writing, within five (5) days of receipt of such notice, otherwise such change will be deemed accepted. An equitable adjustment in the price and time of performance will be made by the parties in writing if any change by Buyer results in a demonstrated decrease or increase in Seller's cost or time of performance; however, no claim by Seller for an adjustment in the price or in the time of performance resulting from any change required by Buyer will be considered unless presented to Buyer in writing within ten (10) days after Seller receives the notice of change from Buyer.

15. **INDEMNIFICATION. SELLER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE BUYER GROUP FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LOSSES, COSTS, SUITS, OR CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO,**

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ANY JUDGMENTS, LOSSES, LIABILITIES, FINES, PENALTIES, EXPENSES, INTERESTS, LEGAL FEES, COSTS OF SUIT, AND DAMAGES, WHETHER IN LAW OR EQUITY AND WHETHER IN CONTRACT, TORT OR OTHERWISE), FOR OR RELATING TO (I) PERSONAL OR BODILY INJURY TO AND/OR DEATH OF ANY PERSON, (II) LOSS OR DAMAGE TO ANY PROPERTY, AND/OR (III) NONCOMPLIANCE WITH, OR LIABILITY UNDER, APPLICABLE LAWS OR REGULATIONS, INCLUDING ENVIRONMENTAL LAWS; IN EACH CASE, ARISING FROM, ALLEGED TO ARISE FROM, OR IN ANY WAY ASSOCIATED WITH ANY DEFECT IN THE GOODS FURNISHED UNDER THE PURCHASE ORDER OR THE NEGLIGENCE OR FAULT OF SELLER OR THOSE FOR WHOM IT IS RESPONSIBLE, AND REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF THE BUYER GROUP, OR ANY OTHER THEORY OF LEGAL LIABILITY, EXCEPTING ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE BUYER GROUP.

16. **INSURANCE.** IN SUPPORT OF ITS INDEMNITY OBLIGATIONS HEREUNDER, BUT AS A SEPARATE AND INDEPENDENT OBLIGATION, SELLER AGREES TO INSURE OR SELF-INSURE ITS OBLIGATIONS UNDER THE PURCHASE ORDER. SELLER SHALL CAUSE THE BUYER GROUP TO BE INCLUDED AS ADDITIONAL INSUREDS OR ALTERNATE EMPLOYERS (AS APPLICABLE) AND TO BE COVERED BY SELLER'S INSURANCES, AND SHALL CAUSE THE INSURERS THEREOF TO WAIVE ALL EXPRESSED OR IMPLIED RIGHTS OF SUBROGATION AGAINST THE BUYER GROUP. SUCH INSURANCE COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE COVERAGE MAINTAINED BY OR ON BEHALF OF THE BUYER GROUP, AND THE APPLICABLE INSURERS SHALL WAIVE ANY POLICY PROVISION THAT REDUCES OR LIMITS COVERAGE TO THE EXTENT OF COVERAGE PROVIDED BY OTHER INSURANCE POLICIES. BUYER MAY REQUEST THAT SELLER PROVIDE CERTAIN MINIMUM INSURANCE COVERAGE FOR ITS OBLIGATIONS UNDER THE PURCHASE ORDER.

17. **TAXES.** All prices are inclusive of any excise, sales and use taxes, value added tax, export duties and fees, import duties, fees, expenses and costs, or taxes and duties of a similar nature which may be lawfully imposed on the sale of the Goods.

18. **CONFIDENTIALITY.** Buyer and Seller agree and acknowledge that "Confidential Information" shall be any information disclosed between them that, by (1) its inherent nature, (2) its markings or legends, or (3) the circumstances of its disclosure, would be reasonably understood by the receiving party to be confidential to and proprietary to the disclosing party. Buyer's Confidential Information shall include all data, designs, drawings, specifications, communications and other information, revealed or disclosed in any form or manner to Seller by Buyer, whether written, oral, electronic, visual, graphic, photographic, observational, or otherwise, and documents supplied, produced, or created by Seller for Buyer for use in fulfilling the Purchase Order, or in the manufacture of the Goods on behalf of Buyer under the Purchase Order. Confidential Information shall exclude, however, information that (a) is in or falls into the public domain, or is generally known or available through no violation of these Terms and Conditions; (b) was demonstrably known to or in the possession of the receiving party prior to disclosure thereof by the disclosing party; (c) is henceforth lawfully acquired by the receiving party from any third party not bound, to the actual knowledge of the

receiving party, by an obligation of confidence to the disclosing party; or (d) is required, pursuant to judicial action or governmental regulations or other requirements, to be disclosed by the receiving party, provided that the receiving party has notified the disclosing party of such imminent disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest and avoid such disclosure.

Seller shall hold Buyer's Confidential Information in strict confidence, and shall not disclose any Buyer's Confidential Information to any third party without the prior written consent of Buyer. Seller shall only disclose Buyer's Confidential Information internally within Seller's organization on a need-to-know basis and then only to persons under written nondisclosure and non-use provisions to Seller at least as restrictive as those set forth herein. Seller shall further not use Buyer's Confidential Information except internally within Seller's organization, and solely for the purpose of fulfilling the Purchase Order, or manufacturing of the Goods on behalf of Buyer under the Purchase Order.

The foregoing nondisclosure and non-use obligations of Seller in regard to Buyer's Confidential Information shall continue regardless of the termination or completion of the Purchase Order.

The other provisions of these Terms and Conditions notwithstanding, and unless written to the contrary in the Purchase Order, the foregoing nondisclosure and non-use provisions shall be cumulative of, and not superseding of, any other written nondisclosure or non-use agreements, if any, between Buyer and Seller with respect to Buyer's Confidential Information.

19. **PAYMENTS, LIENS AND SET OFF.** Regardless of the payment terms in the Purchase Order, Buyer's obligation to pay the purchase price is conditioned upon (a) receipt of completed, non-defective conforming Goods, (b) receipt and acceptance by Buyer of Seller's accurate and properly completed invoice accompanied by satisfactory supporting documentation, and (c) compliance by Seller with all terms and conditions of the Purchase Order. Subject to the terms of the preceding sentence and in accordance with the terms and conditions of the Purchase Order, Buyer shall pay the purchase price within the number of days set forth in the Purchase Order after Buyer's receipt of an original invoice therefor accompanied by satisfactory supporting documentation. **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, BUYER SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR PAYMENT OF ANY INVOICES RECEIVED BY BUYER FROM SELLER MORE THAN NINETY (90) DAYS FOLLOWING THE LAST DAY OF THE CALENDAR MONTH IN WHICH THE GOODS WERE RECEIVED BY BUYER AND ANY SUCH LATE INVOICES SHALL BE DEEMED WITHDRAWN AND WAIVED BY SELLER.**

Seller agrees to keep the property of Buyer free and clear from any and all such claims, liens and encumbrances. To the maximum extent allowed by law, **SELLER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BUYER GROUP** from and against any and all laborers', materialmen's, mechanic's or other liens arising from, alleged to arise from, or in any way associated with Seller's performance or nonperformance under the Purchase Order. Seller waives all rights of lien against the premises, facilities, equipment and other property of Buyer. Any sums due to Seller under the Purchase Order may be applied by Buyer as a set off against any sums owed by Seller to Buyer, or against any claims of third parties against Buyer arising from Seller's performance, whether under this or any other purchase order or other document. At its sole discretion, Buyer may withhold from payments to be made to Seller amounts legally required to be withheld from such payments and remitted to the taxing authority of any jurisdiction relevant to the transaction.

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**20. SUBCONTRACTORS, SUBVENDORS AND SUBSUPPLIERS.** Buyer reserves the right to approve all subcontractors, subvendors, or subsuppliers proposed by Seller to be involved in Seller's implementation of or performance under the Purchase Order. Upon request by Buyer, Seller will submit a listing of all subcontractors, subsuppliers, or subvendors for review and approval by Buyer and will submit unpriced copies of all its purchase orders or other contracts for materials or equipment procured from third parties pertaining to the Purchase Order. Seller will incorporate these Terms and Conditions into any purchase order or other contract issued to any subcontractor, subsupplier or subvendor for any work or Goods to be provided under the Purchase Order.

**21. DOCUMENTATION AND RIGHT OF AUDIT.** Where Seller's invoices include compensation for work performed for a reimbursable price, all costs, expenses and other amounts so invoiced will be substantiated and supported by documents satisfactory to Buyer and verified by Buyer. Seller will maintain for a minimum period of two (2) years after final payment has been made to Seller under the Purchase Order all records and accounts pertaining to work performed under the Purchase Order. Seller agrees that Buyer will have the right to audit, copy and inspect, or cause to have audited, copied and inspected, Seller's records and accounts pertaining to performance under the Purchase Order at all reasonable times during the course of performance under the Purchase Order and for a minimum period of two (2) years after final payment has been made to Seller.

**22. DEFAULT AND TERMINATION FOR CAUSE.** In the event of Seller's (a) actual or anticipated breach of or default under any provision of the Purchase Order, (b) bankruptcy, reorganization, receivership, insolvency, or making an assignment for the benefit of creditors, or (c) evidencing financial or organizational instability, Buyer has the right, in addition to any rights or remedies it may have in law, in equity, or under the Purchase Order, to immediately cancel the Purchase Order for cause by written notice to Seller, and Seller will not be entitled to any cancellation charge or other fee or penalty, nor will Buyer be liable to pay any costs of cancellation. In such event, Buyer may immediately take possession of all or any portion of the items identified in the Purchase Order, subject only to an obligation to equitably compensate Seller for same. Upon termination by Buyer as a result of Seller's default under the Purchase Order, Seller will be liable to and will immediately reimburse Buyer for all costs of any nature in excess of the Purchase Order price which may be incurred by Buyer to effect completion of performance of the Purchase Order.

**23. SITE WORK.** If Seller is to perform any work at the site of installation or construction, or on the property of Buyer, then Buyer's [Access Agreement] and any other project specific requirements for subcontractors on the project, may be attached and fully incorporated into the Purchase Order, and will apply in addition to the provisions of the Purchase Order, when such work is being performed at those locations.

**24. CLAIMS AND DISPUTE RESOLUTION.** Seller will submit any claims or disputes arising under the Purchase Order to Buyer in writing within sixty (60) days after final payment is made to Seller, or Seller's discovery of the facts giving rise to the claim or dispute, whichever occurs earlier, and Seller's failure to do so will constitute a waiver by Seller of any legal or equitable rights with respect to the subject matter of the claim or dispute. Seller agrees that any claims and disputes submitted by Seller shall be resolved first through direct negotiation between Buyer and Seller through their respective representatives in good faith. If no resolution satisfactory to the parties has been reached within three (3) business days after engaging in such negotiation, either party may make a written demand to submit the dispute to non-binding mediation, to be conducted in Houston, Texas, in an expedited manner by a mediator jointly appointed and agreed to by the parties; and in the event that the parties are unable to resolve their

dispute through mediation, such dispute shall be settled exclusively and finally by the federal or state court of competent jurisdiction located in Houston, Harris County, Texas. Each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. **IN ANY DISPUTE BETWEEN THEMSELVES, EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE PURCHASE ORDER.** Each party will bear its own expenses in any dispute resolution proceeding.

**25. SEVERABILITY.** Except as expressly provided in any other term or condition of the Purchase Order, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**26. AMENDMENTS.** No modification of the Purchase Order shall be binding upon Buyer unless separately contracted in writing and executed by a duly authorized representative of Buyer.

**27. NOTICE.** Any notice required or permitted under the Purchase Order shall be in writing and shall be sent by hand delivery, nationally recognized overnight courier (for example, Federal Express), certified U.S. mail (with postage prepaid and return receipt requested), or facsimile transmission, in each case directed to the street address or facsimile number as referenced within the Purchase Order, or to such address as may be designated by either party from time to time by written notice to the other party. For purposes of the Purchase Order, any such notice shall be deemed received as follows: (i) if such notice is sent by hand delivery, nationally recognized overnight courier or facsimile, then upon actual receipt; (ii) if such notice is sent by certified mail, then upon the earlier of (A) actual receipt or (B) five (5) business days after deposit of such notice in the U.S. mail. Except for facsimile notices as described above, no notice under the Purchase Order will be effective if sent or delivered by electronic means.