

INFRAMARK, LLC
General Conditions of Purchase (“General Conditions”)

1) The Contract

- a) This Contract is entered into between INFRAMARK, LLC (the “Purchaser”) and the party to whom the purchase order is addressed (the “Supplier”). The Purchaser and the Supplier are referred to individually as a “Party” or collectively as “Parties”. This Contract is for the purchase of certain products or components (hereinafter the “Goods”) and/or provision of Services (hereinafter, the “Services”) described in the Purchase Order, including any specifications or drawings expressly incorporated therein by reference on a mutually agreed and executed Sales Order, Quotation, Purchase Order or Proposal that is subject to these General Conditions, and any additional terms or conditions as agreed between the parties in writing (“Special Conditions”). A Purchase Order for Services shall include a Scope of Work that provides a detailed description of the Services to be provided by Supplier. The Purchase Order, Scope of Work, Sales Order, Quotation, and Proposal are hereinafter collectively referred to as the “Contract Documents”. Should the Special Conditions conflict with these General Conditions, the terms of the Special Conditions shall control. To the extent that the General Conditions are not amended by, or do not conflict with the Special Conditions, they shall continue in full force and effect. In the event of any apparent discrepancy between the Contract Documents, Supplier shall notify Purchaser of such discrepancy, and Purchaser shall determine the correct interpretation of the Contract Documents using its sole reasonable judgment, and Supplier agrees to comply with same.
- b) This Purchase Order shall be deemed accepted by Supplier upon Supplier’s signature or if Supplier commences any work, Services, or delivery consistent with the performance of this Contract.
- c) Supplier accepts this Contract (including these General Conditions) in its entirety without modification. These General Conditions shall not be varied and no conditions contained in any quotations, letters, advice notes, invoices or other communications issued by the Supplier or Purchaser shall annul or vary them, unless expressly agreed by both parties in writing. All terms and conditions included in any Supplier documentation are rejected and the terms and conditions of this Purchase Order shall be the sole terms and conditions governing this Purchase Order.
- d) This Contract, with the Contract Documents, shall constitute the entire agreement between the parties.

2) Assignment and Sub-Contracting

The Parties to the Contract shall not assign this Contract or any rights or obligations under the Contract without the previous consent in writing of the other Party, with such consent not to be unreasonably withheld or delayed; provided however, such consent shall not be required if assignment by Purchaser is to a parent, subsidiary, affiliate, or successor. Should the Supplier sub-contract any of its obligations hereunder, such action shall not in any way relieve the Supplier from its obligations under the terms of the Contract.

3) Quality of Goods and Materials

- a) The Supplier shall provide the Goods and any other materials and equipment for the Services and the Purchaser shall pay the Supplier in accordance with these Conditions of Purchase. The Supplier shall not depart from any aspect of the Contract Documents unless approval to do so has been obtained in writing from the Purchaser. All warranties survive any inspection, acceptance, payment, or resale by Purchaser. Said warranties shall be in addition to any warranties of additional scope given to Purchaser by Supplier.
- b) The Supplier warrants to the Purchaser that the Goods and any other materials and equipment for the Services:
 - (i) will be of merchantable quality and fit for any purposes held out by the Supplier or referred to in the Contract Documents;
 - (ii) will be free from material defects in design, material and workmanship;
 - (iii) will correspond in all material respects with any relevant technical standards, specifications, samples, drawings and/or descriptions which form part of the Contract Documents;
 - (iv) will comply with all applicable quality assurance standards and any legal or statutory requirements and regulations relating to the Goods and/or Services to the extent provided for in the Contract Documents; and
 - (v) will be formulated, designed, constructed, finished and packaged so as to be safe and without risk to health.
- c) Supplier shall pass on all manufacturers’ warranties on Goods and any other materials and equipment for the Services to Purchaser. The Supplier shall assist Purchaser in enforcing the warranties and guarantees, if any, for Goods and any other materials and equipment for the Services at no additional cost to Purchaser.

4) Quality of Services

- a) The Supplier shall provide the Services and the Purchaser shall pay the Supplier in accordance with these Conditions of Purchase. The Supplier shall not depart from any aspect of the Contract Documents unless approval to do so has been obtained in writing from the Purchaser.
- b) The Supplier warrants to the Purchaser that:
 - (i) the Services will be performed by appropriately qualified, trained, experienced, and when applicable licensed and/or certified personnel, with due care, skill and diligence, to a high standard of quality, and in accordance with all Contract Documents, applicable law and industry standards;
 - (ii) that such personnel shall be competent in relation to any equipment used in the performance of the Services;
 - (iii) that such personnel are also competent in accordance with all relevant standards and statutory requirements and regulations relating to the provision of the Services;
 - (iv) that such personnel are familiar with and shall comply with all existing laws, rules and regulations, including without limitation, all applicable environmental and health and safety laws and regulations that relate to and/or may affect Supplier’s work; and
 - (v) the Supplier has or will obtain all appropriate licenses, if any, required to perform the Service under this Agreement.
- c) The Supplier, upon request, shall promptly provide evidence of the qualifications of any personnel intended to carry out any of the Services on behalf of the Supplier.

5) Payment Terms

Unless otherwise agreed to between the parties in writing, the Purchaser shall deliver payment for all undisputed charges to the Supplier within sixty (60) calendar days after the Purchaser's receipt of an invoice containing the Purchase Order Number, an itemization of the charges incurred, all item codes, and any documents required to be delivered with the invoice at the delivery address or e-mail address as set forth on the Purchase Order, subject to credit approval of Purchaser by Supplier, and subject to any payment schedules, or milestones that may be mutually agreed by the Parties and set forth in the Contract Documents. If any charges are disputed, the Parties shall meet in good faith in an attempt to resolve the disputed charges within the payment period. The Purchaser may pay undisputed charges and withhold payment for disputed charges pending resolution of the dispute.

6) Price

If no price is stated herein, the articles, work, or Services shall be billed at the price last quoted by Supplier, or last paid by Purchaser to Supplier, or at the prevailing market price, whichever is lowest. Supplier warrants that the prices for the articles sold or Services rendered to Purchaser hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities or Services of the same or similar quality or nature. Supplier will give Purchaser the benefit of any price declines to actual time of shipment. Supplier shall obtain from the manufacturer, for Purchaser's benefit, all available reductions, rebates, or refunds with reference to manufacturer's prices in effect on the actual or specified shipping date. All claims for money due or to become due from Purchaser shall be subject to deduction or setoff by the Purchaser by reason of any counterclaim arising out of this or any other transaction with Supplier. The prices stated on the face hereof include all local and federal taxes not specifically imposed by law on Purchaser

7) Drawings and Technical Data

Purchaser shall at all times have title to any drawings and specifications furnished by Purchaser to Supplier. Any deviation from or modification to specifications or drawings included or referenced in the Contract Documents is subject to the Purchaser's written approval. If the Supplier considers there is any omission, inconsistency or inaccuracy in such specifications, drawings, or scope of work or that any modification should be made, the Supplier shall notify the Purchaser in writing. Drawings and technical data supplied by the Purchaser to the Supplier, or from the Supplier to the Purchaser in connection with this Contract shall be maintained in confidence by the Parties and shall not, without the disclosing Party's prior written consent, be disclosed to any third party or used by the receiving Party except in implementing the contract. The Supplier shall when requested by the Purchaser provide drawings and technical data to the Purchaser. Whether or not the Purchaser shall have indicated his approval, the Supplier shall at all times remain solely responsible for the accuracy of any drawings or technical data.

8) Laboratory Services

Supplier shall be bound by Purchaser's Service Level Agreement ("SLA") applicable to laboratory services to the extent that the provisions of the SLA directly or indirectly involve the Services performed by Supplier. The SLA is available to Supplier upon request.

9) Labor, Plant and Materials

Except where specified to the contrary, the Supplier shall provide all labor, tools, plant, equipment and materials to ensure the proper and workmanlike performance of the Contract. Unless otherwise specified herein, all materials shall be new and of appropriate quality. Supplier shall comply with all applicable rules and regulations, including Purchaser's specific on-site procedures, when providing labor, tools, plant, equipment, and materials under this Contract.

10) Progress Checks, Inspections and Tests

The Purchaser shall be entitled, at its discretion (having given the Supplier reasonable prior written notice) to check progress under the Contract and/or Contract Documents, to inspect the Goods, Services, and any work thereon, and to perform such tests as are prescribed in the Contract and/or Contract Documents, during manufacture, before delivery, and during performance. The Supplier shall afford the Purchaser's or Purchaser's client's representative every facility for such purpose, including access to the Supplier's (or subcontractor's) works at all reasonable times. Any such inspection or tests shall not in any way relieve the Supplier from any of its obligations under the Contract, or from those existing either at common law or by statute. Any costs of travel, subsistence and labor incurred by the Purchaser in the performance of, or witnessing of any such testing shall be for the Purchaser's account.

11) Delivery

- (a) Delivery of Goods or performance of Services shall be made in strict compliance with the requirements of the Contract Documents. If delivery is not made pursuant to the terms hereof and/or in accordance with Purchaser's specifications, Purchaser has the right to cancel this order or any portion thereof. Time is of the essence of this Contract. Any provisions herein for delivery of Goods or the rendering of Services by installments shall not be construed as making the obligations of Supplier severable, unless and upon Purchaser's request.
- (b) The Supplier shall take all necessary precautions to ensure that all Goods and/or materials which are to be delivered under the terms of the contract are packaged in a safe and sufficient manner so as to avoid damage or loss to such Goods or materials while in transit and until delivered. Additionally, the amount of packaging is to be minimized consistent with the requirement to package in a safe and sufficient manner.
- (c) The Supplier shall comply with laws and regulations applicable to the method of transportation specified by Purchaser and shall ensure that the Goods and/or materials are properly identified, classified, packed, marked, labeled and documented, and otherwise in a safe condition for transport in accordance with such laws and regulations.
- (d) The Supplier shall pay all costs and charges incurred by the Purchaser for returning over-supply, improperly shipped Goods, and incorrect orders or Goods.

12) Changes

Purchaser may make changes in drawings, specifications, quantities, delivery schedules, or methods of shipment or packaging on any Goods at any time. If such changes result in an increase or decrease in cost, an equitable adjustment of price and delivery schedules may be made, or Purchaser may terminate this Purchase Order if an agreement on an equitable adjustment cannot be reached. Claims for adjustments must be asserted, in writing, within ten (10) days of such written request for a change. Price increases or extensions of time for delivery shall not be binding on Purchaser unless approved in writing by an authorized officer of Purchaser, unless specified in the Contract Documents.

13) Loss or Damage to Goods and Materials

Title and risk of loss shall pass in accordance with the shipping and delivery terms specified in the Contract, or if not specified, then upon acceptance by Purchaser. The Goods and materials shall be insured by the Supplier up to the point when risk and title passes.

14) Inspection and Guarantee

- (a) The Purchaser has the right to inspect the Goods on or after the delivery date and/or the Services performed at the time of performance or after completion. The Purchaser, at its sole option, may inspect all or a sample of the Goods or Services, and may reject all or any portion thereof if it determines that same are defective. If the Purchaser rejects any portion of the Goods, it has the right, effective upon written notice to the Supplier, to:
 - (i) rescind this Contract in its entirety;
 - (ii) accept the Goods or Services at a reasonably reduced price; or
 - (iii) reject the Goods or Services and require replacement of the rejected Goods or reperformance of the Services.
- (b) If the Purchaser requires replacement of the Goods, the Supplier shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If the Supplier fails to timely deliver replacement Goods, the Purchaser may replace them with Goods from a third party and charge Supplier the cost thereof. If the Purchaser requires the reperformance of Services, the Supplier shall, at its expense, promptly reperform the Services in conformance with the Contract Documents. If the Supplier fails to timely reperform Services, Purchaser may retain replacement Services from a third party and charge Supplier for the cost of same.
- (c) For a period of twelve (12) months after the date of delivery of the Goods and/or Services (or such other period as is stated in any Special Conditions to this Contract), the Supplier shall, with all possible speed and without cost to the Purchaser, replace, repair or make good any defective Goods or Services or any part thereof found to be defective whether due to faulty material, workmanship, design (other than design specified by the Purchaser) or to any act or omission of the Supplier.
- (d) Supplier will not substitute any goods for the Goods covered by this Contract unless Purchaser consents in writing.

15) Health and Safety

- (a) The Supplier shall comply with statutory and all other legal requirements relating to safe working practices as apply to the place of work. Supplier shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of work. When on the Purchaser's premises, which includes all facilities owned, managed, or operated by the Purchaser, the Supplier shall comply with the Purchaser's Workplace Safety Requirements and Purchaser's client's applicable health and safety policies, procedures, and requirements. As required by Purchaser, each employee and other personnel of Supplier shall undergo appropriate site-specific safety training and Purchaser will provide appropriate site-specific safety plans. Any misrepresentation by Supplier regarding safety performance shall constitute a material breach and default of this Agreement. Purchaser, in its sole discretion, has the right to: (i) bar any of Supplier's personnel from Purchaser's premises, or the premises of Purchaser's client, for failure to observe Purchaser's regulations or policies, (ii) require that Supplier promptly remove from Purchaser's premises any personnel who violate any of Purchaser's regulations or policies, and (iii) require that Supplier cease using any personnel to perform the services who are reasonably unacceptable to Purchaser.
- (b) The Supplier shall provide the Purchaser in writing with such information as is necessary relating to the use of any materials and/or equipment supplied and/or used and its design, testing, use, setting, cleaning, maintenance, handling, processing, storage, transport, dismantling or disposal, and to any risk of health or safety to which the inherent properties thereof may give rise and to any conditions necessary to ensure it will be safe and without risk to health when it is being used, set, cleaned, maintained, handled, processed, stored, transported, dismantled or disposed of.

16) INDEMNITY

- (a) **SUPPLIER SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY PURCHASER FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, COSTS, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND LITIGATION COSTS) ARISING FROM OR IN CONNECTION WITH ANY DAMAGES, INJURIES OR PROPERTY DAMAGE, CAUSED OR ARISING OUT OF THE GOODS, THE SUPPLY OF THE GOODS, OR THE PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT; ANY UNTRUTH, INACCURACY, OR BREACH OF A REPRESENTATION, STATEMENT, OR WARRANTY IN THIS CONTRACT; OR OTHER BREACH OF THIS CONTRACT (REGARDLESS OF WHETHER SUCH CLAIM OR DEMAND ARISES UNDER TORT, NEGLIGENCE, CONTRACT, WARRANTY, STRICT LIABILITY, OR OTHER LEGAL THEORIES), EXCEPT TO THE EXTENT THAT SUCH LIABILITY, COSTS, DAMAGES, AND EXPENSES RESULT FROM PURCHASER'S NEGLIGENT ACTIONS OR ALTERATION OR MISUSE OF THE GOODS.**
- (b) **PURCHASER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SUPPLIER AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST SUPPLIER FOR WRONGFUL DEATH, BODILY INJURY AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF PURCHASER.**

17) Liability and Damages

- (a) In no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if the other party has been advised of the possibility of such damages.
- (b) With respect to any causes of action and/or claims raised against the Supplier by Purchaser that are covered by the insurance policies required hereunder, except any claims for indemnification under Section 16(a) above, Supplier shall not be responsible to Purchaser for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against the Supplier by Purchaser that are not covered by the insurance policies required hereunder, except any claims for indemnification under Section 16(a) above, Supplier's liability to Purchaser shall not exceed an aggregate amount equal to the greater of one million dollars (\$1,000,000.00) or three times the Purchase Order value. The limitations set forth in this Section 17 shall not apply to any claims for indemnification under Section 16(a) above.
- (c) Purchaser shall not be responsible to Supplier for any loss, damage or liability that exceed an aggregate amount equal to the Purchase Order price.

18) No Liens

Supplier agrees that upon full payment for all work, services or materials to be furnished under this Contract it hereby waives and releases any and all liens, claims, or right to lien under the applicable statutes of the state where this work is performed. Supplier shall pay all claims for work, services and materials furnished by its employees, mechanics, materialmen and subcontractors hereunder and not allow the liens or claims of any such persons or entities to attach to the real or personal property of Purchaser, and upon completion of the work and services hereunder or as otherwise requested by Purchaser, Supplier shall furnish Purchaser with evidence satisfactory to Purchaser of the payment of all such claims. Supplier shall indemnify and hold harmless Purchaser from and against all such claims or liens. Supplier agrees that, without waiver of any other rights or remedies available to Purchaser, any sums due to Supplier from Purchaser may be withheld and applied by Purchaser toward the discharge or payment of any such claims or liens.

19) Patent Rights

- (a) Supplier grants to Purchaser a permanent, paid-up, non-exclusive license to use any software incorporated in the Goods, only with the Goods and only for the purpose of operating the Goods.
- (b) Supplier agrees that all work product, deliverables, and other materials provided by Supplier in connection with the furnishing of Goods or Services, and all developments, designs, inventions, improvements, copyrightable subject matter and proprietary information, and in each case all intellectual property rights therein (including, without limitation, patent, copyright, trademark, trade dress, trade secret, and other proprietary and moral rights), which Supplier makes in furnishing Goods or Services (each a "Development") shall be considered to be "work made for hire" under the U.S. Copyright Act, 17, U.S.C. §101 et seq., and shall be owned exclusively by Purchaser. If for any reason exclusive ownership in all Developments is not fully and effectively vested in Purchaser by the preceding terms, Supplier hereby assigns to Purchaser, and will in the future upon Purchaser's request confirm in writing such assignment to Purchaser, all right, title and interest Supplier may have in all portions and aspects of such Developments or portions thereof. Supplier agrees that it retains no proprietary interest in any Developments and, without limitation to the foregoing, hereby waives all moral rights held in connection with any Development. Supplier shall provide necessary assistance, and cause its employees and independent contractors to provide necessary assistance, to protect, enforce or perfect Purchaser's rights and interests in any Development, including, without limitation, executing and/or obtaining such assignments, waivers and other documents as Purchaser may request to give full effect to the provisions of this section. Supplier agrees that it will not register, file or obtain any patent, copyright or trademark relating to any of the Developments in its own name.
- (c) The Supplier shall fully indemnify the Purchaser against all claims, liabilities, damages, losses, costs and expenses concerning infringement or alleged infringement of any patent, registered design, trademark, service-mark, copyright or similar protection which arise out of or in connection with the Goods and/or Services supplied or from anything done by or for the Supplier in relation to the Goods and/or Services supplied or any use or resale by the Purchaser of such Goods and/or Services. Notwithstanding the foregoing, Supplier shall have no liability to Purchaser if any intellectual property infringement or claim thereof is based upon or arises out of compliance with designs, plans or specifications furnished by or on behalf of Purchaser.

20) Confidentiality

- (a) Neither Party nor any of its employees, servants or agents, shall, without the written consent of the disclosing Party, publish or consent to publication or otherwise disclose to any third party any information, photographs, manuals or data relating to or arising out of the Contract or any Contract Documents, or of any other information which the receiving Party, its servants or agents are given or otherwise obtain relating to the business of the disclosing Party or its associates and customers. The Parties shall have no obligation of confidentiality with regards to information that was (i) already in the receiving Party's possession prior to the date of this Contract; or (ii) information that was independently developed by receiving Party without reference to the Contract Documents; or (iii) information that becomes public knowledge without breach of this Contract; or (iv) is lawfully obtained from a third party, without restriction and without breach of this Contract.
- (b) Supplier shall not disclose the existence of this Contract or otherwise use the name, trademarks or logos of Purchaser or any of its clients in any of Supplier's advertising or marketing materials (including any press release or statement) without the prior written consent of Purchaser.

21) Termination

- (a) The Purchaser may terminate this Contract, in whole or in part, at any time with or without cause with fourteen (14) days' prior written notice to Supplier. If the Purchaser terminates this Contract for any reason, the Supplier's sole and exclusive remedy is payment for the Goods and/or Services received and accepted by Purchaser prior to the termination.
- (b) The Purchaser may terminate this Contract by immediate written notice if Supplier has not performed or complied with any of the provisions of this Contract, in whole or in part, provided that the Purchaser has first given the Supplier written notice to cure the default within five (5) days ("Cure Period") and the Supplier has not done so. If a default cannot be cured within the Cure Period, the parties may agree to an extension as long as the Supplier provides evidence within the Cure Period that it has commenced a cure and is pursuing it diligently.

- (c) If the Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Purchaser may terminate this Contract immediately, on written notice to Supplier.

22) Law and Arbitration

All matters arising out of or relating to this Contract shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of Texas. Any legal suit, action or proceeding arising out of or relating to this Contract shall be settled by binding arbitration, under the Commercial Rules of the American Arbitration Association, except that the place of Arbitration to be Houston, Texas.

23) Anti-Bribery and Corruption

- (a) Supplier warrants and undertakes to the Purchaser that in connection with this Contract and the performance thereof, it shall comply with all applicable anti-bribery and anti-money laundering laws, regulations, rules decrees and/or official government orders and that the Supplier shall take no action which would subject the Purchaser to any liability, whether civil or criminal, including fines or penalties under such laws, regulations, rules or requirements.
- (b) The Purchaser may terminate this Contract forthwith upon written notice to the Supplier at any time, if in the Purchaser's reasonable judgment, the Supplier is in material breach of any of the above representations or undertakings.

24) Supplier Code of Conduct

Supplier hereby acknowledges receipt of and has adopted Company's Code of Conduct, a copy of which is available at <http://www.inframark.com/contact-us/doing-business-with-us/>. Supplier shall, at all times, act in a manner consistent with said Code of Conduct. Furthermore, Supplier hereby agrees to indemnify, defend and hold Purchaser harmless for any costs, claims, damages, or actions resulting from or related to Supplier's breach of Applicable Law or the Code of Conduct.

25) Force Majeure

Neither Party shall be liable to the other Party for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond a Party's reasonable control, that materially and adversely affects a Party's ability to perform its obligations hereunder, and that is not the result of the Party's willful neglect, error, omission or failure to exercise reasonable due diligence. If a Party is unable to perform any of its obligations hereunder as a result of a Force Majeure event, the Party shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance. In the event that the Force Majeure condition persists for a period of more than sixty (60) days in aggregate, either Party may terminate this Contract without liability to the other Party.

26) Flow-Down Provisions

- (a) The Supplier acknowledges and agrees that this Contract may be executed by Purchaser in pursuance of its obligations under an agreement with a client (hereinafter, a "Prime Contract"). Supplier shall be bound by the terms of the Prime Contract to the extent that the provisions of the Prime Contract directly or indirectly involve the Goods provided or Services performed by Supplier. Supplier shall assume all the obligations and responsibilities that Purchaser assumes to the Purchaser's client in the Prime Contract, except to the extent that the provisions contained in the Prime Contract are only applicable to the Purchaser.
- (b) Under the Prime Contract, Purchaser may be liable for liquidated damages in the event of late delivery. To the extent that Supplier delivers any Goods and/or Services later than the agreed Delivery Date and such delay causes Purchaser to fail to meet the requirements of the Prime Contract, then Supplier agrees to pay a portion of any liquidated damages owed by Purchaser to Purchaser's client corresponding to Supplier's responsibility for such late delivery, including, if applicable, Supplier paying the total amount of any liquidated damages owed by Purchaser to Purchaser's client in the event that Supplier is principally responsible for any delays in Purchaser's schedule.
- (c) To the extent that any Prime Contract requirements are set out in the Special Conditions to this Contract, the Supplier expressly agrees to adhere to those requirements as communicated by Contractor, including any provisions relating to audit, codes of conduct, insurance or the right of Purchaser's client to inspect or audit Supplier.

27) Insurance

- (a) The Supplier shall, at all times during the performance of this Contract, maintain the following insurance policies and coverage:
 - (i) Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
 - (ii) Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Supplier's employees engaged in the performance of Services hereunder, to the required statutory amount;
 - (iii) Automobile Liability Insurance with a combined single limit in the amount of one million dollars (\$1,000,000); and
 - (iv) When applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per claim and aggregate
 - (v) Excess Liability Insurance with a limit of four million dollars (\$4,000,000) per claim and aggregate.
- (b) Prior to commencing any Services under this Agreement, Supplier shall submit to Purchaser a certificate of insurance evidencing such compliance. If any of the insurance policies expire during the term of this Agreement, Supplier shall provide Purchaser with a certificate of insurance confirming renewal of such policies not less than ten (10) days prior to the expiration date of coverage.
- (c) Supplier shall name Purchaser as an additional insured on all applicable policies with respect to the Services during the term of this Contract.

- (d) To the extent the Goods or Services provided under this Contract are provided for a Prime Contract with different insurance policies and coverage than Section 26(a) of this Contract, the Supplier shall, at all times during the performance of this Contract, maintain insurance as required by the Prime Contract.

28) General

- (a) If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (b) All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the relevant Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid and with tracking), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Contract Documents, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this provision.
- (c) All rights and remedies of Purchaser herein stated are nonexclusive and in addition to other rights and remedies provided by the law.

29) Waiver

The failure on the part of Purchaser to enforce its rights as to any provision of this Contract shall not be construed as a waiver of its rights to enforce such provisions in the future.

30) Digital Media

Supplier shall not take or use any photograph, video, digital media, or any other re-creation of the facilities or property owned, occupied, operated, or otherwise used by Purchaser for any reason without the express written consent of the Purchaser.

31) Relationship of the Parties

The relationship of Supplier to Purchaser is that of independent contractor for all purposes under this Contract. This Contract is not intended to create, and shall not be construed as creating, between Supplier and Purchaser the relationship of principal and agent, joint ventures, co-partners or any other similar relationship, the existence of which is hereby expressly denied.