



## ISC TERMS AND CONDITIONS

Unless specifically provided otherwise in a particular Purchase Order, these Terms and Conditions apply to all Purchase Orders issued by all members of the ISC Group companies, including ISC Constructors, L.L.C. and ISC Services, LLC, and as used in these Terms and Conditions, the term

**"Buyer"** shall mean and refer to the particular ISC Group company which issued the specific Purchase Order at issue;

**"Buyer's Client"** shall mean the entity with which Buyer has a contract for which the Products or Services are ordered pursuant to these terms;

**"End-User"** shall mean the entity which owns and operates the property or facility into which the Products are incorporated and/or services may be performed. It may or may not be the same as "Buyer's Client".

1. **AGREEMENT:** The Purchase Order, the Terms and Conditions set forth herein and any documents provided to Seller including but not limited to drawings, specifications and schedules or as attached hereto or referenced herein constitute Buyer's entire offer to contract, purchase or lease the referenced equipment or materials (hereinafter referred to as "Products") or services (hereinafter referred to as "Services") (collectively referred to herein as "Purchase Order"). Previous communications, whether verbal, written, or otherwise, shall not apply to this Purchase Order, and any counter offers or other Seller documents with terms and/or conditions different from the Terms and Conditions appearing herein are expressly rejected and not incorporated as part of this Purchase Order. If prior to signing this Purchase Order, Seller ships any Products, commences any work or performs any Services covered by this Purchase Order, those Products and Services shall be governed by this Order. Performance of this Purchase Order shall not be considered complete until all Products and Services and documentation related thereto, including, but not limited to, drawings, manuals, specifications and tagging as required, are completed and turned over to Buyer. The Contract documents between the Buyer and Buyer's Client are also part of this Agreement and Seller is bound by the terms therein for the work performed in this Purchase Order.
2. **PAYMENT.** Buyer shall pay Seller after payment is received to Buyer from Buyer's Client for the products and services that are part of this Agreement. **Payment by Buyer's Client to Buyer is a condition precedent to Buyer's obligation to pay Seller.** Buyer shall have no obligation to pay Seller unless and until Buyer has received corresponding payment from Buyer's Client. In the event the non-payment by Buyer's Client is due to the fault of Buyer and not due to the fault of Seller in any way, then Buyer will pay according to applicable discount terms or the Purchase Order terms and conditions. Any applicable discount periods will be computed from either the date of delivery of Products ordered or the date of receipt of correct invoice, whichever date is later. Supplier invoices not received within sixty (60) days of furnishing of Products and/or Services shall not be paid.

3. **CHANGES:** Seller acknowledges and agrees that any quantities and/or requirements set forth in the Purchase Order may be subject to change by Buyer at its sole discretion. A Purchase Order may only be changed or amended in writing either (i) issued by Buyer and accepted by Seller through performance or otherwise or (ii) signed by both parties. If Buyer revises any such quantities and/or requirements, Buyer will issue a change order provided such change effects (i) Seller's costs for performing Work, or (ii) the time required for performing Work. Within 5 days after receipt of a request for changes in quantities or requirements, Seller shall submit a written proposal to Buyer for accomplishing such changes, additions and modifications, which proposal shall reflect any increase or decrease in cost to Seller, state the basis of compensation therefor, and indicate the impact of the change on the total price and on the time schedule for the products and services and Buyer shall determine whether it wishes to proceed with the change on that basis. Buyer shall notify Seller of such determination and that change, if any, shall be performed by Seller in accordance therewith. Changes resulting from Seller's non-compliance with the Purchase Order will not be subject to change orders to provide schedule or monetary compensation. In the event Buyer instructs Seller to reduce the scope set forth in the Purchase Order before all quantities of Products and Services in the Purchase Order have been provided or performed, Seller agrees that its compensation under the Purchase Order shall be adjusted by an amount equal to the value of Products delivered or work performed on site and Seller further agrees to immediately proceed with all steps necessary to stop further work and close out the Purchase Order, including preparation and delivery of any documentation, including drawings, manuals, specifications and tagging, as required. No substitutions of Products or extra charges of any kind, or change in or cancellations of, or waiver of or exception to any of the terms and conditions of the Purchase Order will be recognized unless authorized in writing by a duly authorized representative of Buyer.

4. **WARRANTIES:** Seller represents and WARRANTS:

(A) that the Products and Services sold to Buyer hereunder are new and free from defect in design, workmanship, and material and are in strict accordance with the specifications hereof, unless otherwise agreed in writing. Seller agrees to replace without cost any Product or Service performed or workmanship which is defective within two (2) years after operational start-up or eighteen (18) months from delivery or performance of last services, whichever occurs last. The Purchase Order may provide for a different duration of warranty and, if that provides for a longer warranty period, that longer period in the Purchase Order shall apply.

(B) that the Products and the sale or use of them does not infringe, directly or indirectly on any legal intellectual property ownership and Seller will, at Seller's cost and expense, defend, indemnify and hold Buyer, and its affiliated companies, sub-contractors, Buyers Client and End-User harmless from and against any claims, demands, actions and litigation based on alleged or actual infringement thereof and will appropriately remedy any such infraction as required at its own cost;

(C) that all amounts charged by the Seller and payable pursuant hereto are lawfully chargeable under and shall not violate, directly or indirectly, the provisions of any present or future laws, decrees, regulations, rules or orders of any governmental authority which in any manner fix, limit, regulate, or otherwise affect prices at which said articles may be sold; and

(D) that where Seller is furnishing Products and/or Services in accordance with designated plans and specifications, that all Products and/or Services furnished are in compliance with and perform in accordance with such plans and specifications.

These WARRANTIES are in addition to any warranties of the Seller, express or implied, which are provided by law or exist by operation of law. These warranties shall run to the benefit of Buyer and its affiliated companies, subsidiaries, Buyer's Clients and End-User. Seller further warrants to Buyer, Buyer's Client and End-User that all Products covered by the Purchase Order will be free from liens, encumbrances, mortgages or privileges.

Seller, at its sole expense (including without limitation the costs of removal, packing, transportation and reinstallation), shall promptly, and in no event more than three (3) working days after receipt of written notice from Buyer, either repair or replace (at Buyer's option) any goods and/or services furnished to Buyer which fail to conform to the foregoing warranties.

**5. LAWS AND REGULATIONS:** Seller warrants that all Products and Services supplied pursuant to the Purchase Order will comply with all applicable Federal, State, and Parish/County Laws, Ordinances and Regulations, and further, Seller shall provide all permits, certificates and licenses which may be required for the performance of the Purchase Order. The Purchase Order, and these Terms and Conditions, shall be subject to and interpreted in accordance with the laws of the state in which the Products are delivered and Services provided without consideration of any conflicts of law provisions. Further, any legal action seeking interpretation, enforcement and/or any other relief arising out of and/or relating in any way to the Purchase Order, and/or these Terms and Conditions, shall be brought solely and exclusively in a federal or state court of general jurisdiction in the state in which the Products are delivered and Services rendered provided.

**6. CONFIDENTIALITY:** Seller shall maintain in confidence, not disclose to any third party, and not use, except as necessary to fulfill the terms of the Purchase Order, all information furnished by or derived from Buyer or its client in the course of such performance. In addition, Seller shall return to Buyer, upon Buyer's request, copies of all documents or other tangible media furnished by or derived from Buyer in connection with the Purchase Order.

**7. INDEMNIFICATION:** For and in consideration of the covenants of Buyer under the Purchase Order, including the agreement of Buyer to pay to Seller the amounts which may become due and payable in accordance with the terms of the Purchase Order and these Terms and Conditions, Seller hereby agrees to assume the risk of, and to release, defend, indemnify and save harmless Buyer, Buyer's Client, End-User and all employees, agents, representatives, successors, owners, insurers and assigns of each (hereinafter "Indemnitees") from and against all claims, losses, damages, liabilities

costs, fines and expenses (including without limitation, reasonable attorneys' fees) arising out of (A) any actual or alleged injury (including death) to any person, and

(B) any actual or alleged damage to property, and (C) any actual or alleged infringement of any intellectual property right; and (D) any actual or alleged breach of any warranties provided in this Purchase Order or by law; and

(E) any breach of this Purchase Order regarding Seller's obligation to have in effect the insurance required in this Purchase Order

regardless whether the allegations are and/or may ever be proved true, arising out of the performance of the Purchase Order, Products, the delivery of Products and/or performance

of Services furnished thereunder to the extent caused by or the fault of Seller or any party within its control or hire. In the event any portion of this indemnity obligation is prohibited and/or deemed invalid and/or unenforceable by applicable law, then that limited portion of the indemnity provision which is found unenforceable shall automatically be reformed to the minimum extent necessary to render the indemnity obligations valid and enforceable, preserving and maintaining as closely as possible the parties' intent as reflected herein, which is to afford the Indemnitees the maximum indemnity protections allowed by law. In the event of any such reformation, all other obligations of the Purchase Order and these Terms and Conditions shall continue to be binding and enforceable pursuant to their terms.

Seller shall also indemnify, defend and hold Buyer, Buyer's Client, End User harmless from any and all liens or claims for payment filed by anyone in connection with the Products equipment, materials or Services provided herein, including all litigation expenses and attorney's fees incurred in discharging any claims, liens or similar encumbrances. The Seller's obligation to indemnify, defend and hold Buyer and the Indemnitees harmless as expressed herein includes all claims, causes of action, awards, damages, fines, fees, expenses, settlements, judgments or liability which may be asserted by Seller, its agents, employees, subcontractors, indemnitees and persons for whom Seller is responsible, or any person or entity not a party to this agreement, arising out of or incidental to Seller's performance. The foregoing indemnity and defense obligations shall accrue immediately, and Seller shall immediately assign defense or all indemnified claims to a mutually agreeable law firm at seller's sole expense. In the event that Seller and Buyer are unable to agree on a law firm, Buyer shall be entitled to retain a law firm of its own choosing and Seller shall be responsible for all attorney's fees and litigation costs incurred on a monthly basis.

In the event that Buyer incurs attorney's fees and costs to enforce this indemnification provision, Buyer will be entitled to reimbursement of such reasonable attorney's fees and costs from Seller.

- 8. TIMELINESS AND SCHEDULE:** Time of delivery of the Services and Products set forth in the Purchase Order is of the essence. Buyer's construction schedules are based upon Seller's timely delivery of the Products and/or Services, and Seller shall promptly (but not more than two business days) notify Buyer, in writing, of any actual or anticipated delay in delivery. In such event, Seller shall further, without cost or expense to Buyer, Buyer's Client or End-User, take all reasonable steps necessary to avoid or eliminate such delays.

Where a delay is caused solely by acts of God, acts of civil or military authority, epidemics, war, riot, or other similar causes wholly beyond Seller's control, and which Seller could not have reasonably foreseen or provided against, Buyer shall have the right to either: (1) Terminate all or part of this Purchase Order by written notice to Seller in accordance with Article 9 of these Terms and Conditions or (2) Extend the date of delivery or performance for a period equal to the duration of the delay. Except as set forth in the preceding sentence, Seller's failure to timely perform this Purchase Order pursuant to its terms shall constitute a default, entitling Buyer to all rights and remedies provided herein and by law. Seller shall not be excused from performance hereunder where alternate sources of supply of materials, goods or services are available to enable performance hereunder.

In any event, if any damages are incurred by Buyer as a result of Seller's failure to timely and properly perform under the Purchase Order, Seller shall reimburse Buyer the full amount of

such damages. Buyer shall have the right to offset against any payments due Seller under the Purchase Order or otherwise any damages owed by Seller hereunder.

- 9. DEFAULT:** In the event Seller shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Seller's insolvency, or in the event Seller is in default of any provision or requirement of the Purchase Order, Buyer may, by written notice to Seller, without prejudice to any other rights or remedies which Buyer may have, cancel further performance by Seller under the Purchase Order. In the event of such cancellation: (1) Buyer may complete the performance of this Purchase Order by such alternative means as Buyer selects, and Seller shall be responsible for any additional costs incurred by Buyer as a result of the cancellation/alternative completion; (2) Seller, upon request and direction from Buyer, shall deliver and/or assign to Buyer any or all work in progress, as directed by Buyer; (3) Any amounts otherwise owed to Seller for completed performance of the Purchase Order in full compliance with the terms hereof prior to such cancellation shall not be payable to Seller until after Buyer has completed performance of the Purchase Order by alternative means, and at that time shall be set off by the amount of: (a) additional costs incurred by Buyer in completing the Purchase Order after the cancellation; and (b) any other damages incurred by Buyer as a result of Seller's default.
- 10. TERMINATION:** Buyer shall have the right, in its sole discretion, to terminate for its convenience further performance of all or any separable parts of the Purchase Order at any time by written notice to Seller. On the date of such termination stated in the notice, Seller shall: (1) discontinue all work pertaining to the Purchase Order; (2) place no additional orders under the Purchase Order; and (3) preserve and protect the Products on hand purchased for or committed to the Purchase Order, work in progress, and completed work, both in Seller's and in its' suppliers' plants, pending Buyer's instructions, and shall dispose of same in accordance with Buyer's instructions. If termination by Buyer is a result of Buyer's Client's or End-User's termination of some or all of Buyer's contract with Buyer's Client, then any termination payments to Seller, or refunds to Buyer, if any, will be governed by the termination provisions of Buyer's contract with Buyer's Client. Otherwise, any termination payments to Seller, or refunds to Buyer, if any, shall be mutually agreed to by Buyer and Seller, based on consideration of that portion of the work verified as having been satisfactorily performed or Products delivered prior to the date of termination and the cost of same, including reimbursement for reasonable overhead. Upon Buyer's request and instruction, Seller shall deliver and/or assign to Buyer any portions and/or all Products obtained in the performance of the Purchase Order, along with all applicable warranties, or Seller shall dispose of such goods, all as directed by Buyer, prior to final payment.
- 11. LIENS:** Provided Buyer is not in default of its payment obligations provided herein or in the Purchase Order, Seller shall, at all times, maintain the project, the properties of Buyer and Buyer's Client(s) and End-User, and all Products and Services provided under the Purchase Order, free and clear of all liens, claims and encumbrances, and Seller warrants full, lien-free, unencumbered, and unrestricted title to Buyer of all Products and Services furnished by Seller under this Purchase Order. Seller agrees to indemnify, hold harmless and defend Buyer, Buyer's Client and End-User, as well as their respective properties and premises, and the project, from and against all liens, claims, and/or other rights or assertions of any laborers, material men, mechanics, and/or other persons/entities who/which claim to have provided any goods, services and/or equipment used in the performance of the Purchase Order. Seller, for itself and all of its' contractors and suppliers of any tier, waives all rights of lien against the

property and premises of Buyer, and Buyer's Client and End-User for labor performed or for Products furnished and/or equipment used for the work. Upon Buyer's reasonable request, Seller shall provide Buyer executed lien waivers, paid invoices and/or other satisfactory evidence of payment in full to all direct and indirect subcontractors, suppliers, equipment providers and other persons who or which could assert lien and/or claim rights arising under the Purchase Order.

- 12. TITLE AND RISK OF LOSS:** Title to Products covered by the Purchase Order and risk of loss and damage with respect thereto shall pass from Seller to Buyer upon completion and acceptance of the Products by Buyer.
- 13. INDEPENDENT CONTRACTOR:** Seller shall act as an independent contractor and not as an agent or employee of Buyer or Buyer's Client, and Seller shall not subcontract or assign or transfer this Purchase Order, or any interest herein without the prior written consent of Buyer. In the event Buyer authorizes Seller to subcontract or assign any portion of the Purchase Order, Seller shall bind all of its subcontractors and assignees to terms similar to those set forth herein, such that the subcontracting or assignment in no way prejudices Buyer or the Buyer's Client. Seller shall not enter into any subcontract unless the terms thereof with respect to compensation to be paid to subcontractor under such subcontract (including compensation on termination) are first approved by Buyer in writing. In no event shall any subcontracting or assignment of any portion of the Purchase Order release or relieve Seller from any of its obligations under the Purchase Order.
- 14. RULES AND REGULATIONS:** While on the premises of Buyer, Buyer's Client, and End-User, Seller and its employees shall comply with all applicable safety and health laws, regulations and ordinance and with the safety, health and plant regulations of Buyer and Buyer's Client, including but not limited to required Site Specific Training, OSHA, GBRIMA, DOT and Environmental Training, Transportation Worker Identification Credentials (TWIC), etc., and shall ensure that all of its' employees have proper, required and necessary safety Personal Protective Equipment (PPE), and shall ensure that all of its' employees and agents have a safe place of work on said premises. To the maximum extent allowed by law, Seller shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Supplier's subcontractors of any tier, with respect to the risks relating to safety and health under the Purchase Order. Seller shall keep said premises and the vicinity thereof clean of debris and rubbish caused by its work and upon completion of its work, shall have the premises clean and ready for use. Upon request of Buyer or Buyer's Client, and at no cost or expense to Buyer or Buyer's Client, Seller shall promptly remove from said premises any person under the control of Seller who violates any of the aforesaid safety, health, or plant laws, regulations, ordinances or rules or who may cause or threaten to cause a breach of the peace, safety or welfare of others, or who is otherwise objectionable to Buyer or Buyer's Client. Additionally, Supplier shall conform to the applicable regulations of the Civil Rights Act of 1964 and Executive Order No. 11246 as amended, and all other state and federal laws and regulations, as regards equal employment opportunity, as those laws and Executive Orders apply to the Purchase Order.
- 15. ENFORCEMENT OF PROVISIONS:** In the event that it becomes necessary for Buyer to employ the services of an Attorney at Law, to enforce any provisions of the Purchase Order, Buyer shall be entitled to collect, and Seller shall be obligated to pay, reasonable attorney's fees and all costs incurred by Buyer in connection therewith. If Seller institutes any action against Buyer seeking to hold Buyer liable under the Purchase Order, and Buyer is found to

be liable to Seller for less than the amount claimed by Seller, then Seller shall be obligated to reimburse Buyer all attorney's fees and costs incurred by Buyer in connection with said legal proceedings.

- 16. INSURANCE:** Seller agrees to maintain at all times during the performance of the Purchase Order statutory workers' compensation insurance coverage as required by law and Employer's Liability in the amount of \$500,000 per accident, \$500,000 per disease policy limit, and \$500,000 per disease-each employee. This policy shall include a waiver of subrogation against Buyer and Buyer's Client(s) for any payment made on account of injury, including death, sustained by any employee of the insured. In addition, Seller agrees to maintain the following insurance coverage and to name Buyer, Buyer's Client(s) and End-User as additional insureds. Such policies shall afford primary coverage and provide waiver of subrogation, without any contribution or reimbursement, in whole or in part, by any insurance maintained by Buyer or Buyer's Client(s):

Comprehensive General Liability - \$1,000,000 per occurrence bodily injury and property damage; \$1,000,000 per project or location for products/completed operation.

Automobile Liability - \$1,000,000 per accident combined single limit bodily injury and property damage liability.

Umbrella - Covering all underlying liability policies with minimum limits of \$5,000,000.

Professional Liability Insurance \$1,000,000 per occurrence (only required for surveying or engineering services).

- 17. STATUTORY EMPLOYER** (Louisiana Projects Only): Taking advantage of the provisions of La. R.S. 23:1031 and 23: 1061, but not for any other purpose, Buyer and Seller contract, agree and stipulate that for any and all work performed in the State of Louisiana, Buyer shall, solely for purposes of these statutes, be considered the statutory employer of any and all of Seller's employees, and any employees of any subcontractor or agent hired, or retained in any manner by Seller (and any other person for whom Seller may be held responsible) while any of said persons are performing any work or providing any services under this Purchase Order. In that regard, Buyer and Seller contract, stipulate and agree that all work performed under this Purchase Order shall be part of Buyer's trade, business and occupation, and shall be specifically considered an integral part of and essential to the ability of Buyer to generate its services, products and goods. Buyer and Seller further contract, stipulate and agree that the services or work provided by any subcontractor or other person retained by Seller for the performance of any work or service under this Agreement shall be contemplated by and included in this provision. Notwithstanding anything to the contrary contained herein, Seller shall still maintain worker's compensation insurance with regard to its employees pursuant to the statutory limits and cover and manage any and all workers' compensation claims filed by its employees related to the work performed under this Purchase Order.

- 18. INVOICING:** All Supplier invoices shall be correct, properly prepared and clearly include the following:

All invoices must clearly reference Buyer's Purchase Order number. Supplier shall not provide Products or Services without first receiving a Purchase Order. The Purchase Order will indicate the Services to be provided, Products to be shipped, any order specific terms, and the agreed prices. Supplier invoices submitted without a valid Purchase Order number will result in processing delays or nonpayment.

All invoices are required to include proof of delivery of all Products and Services included in each invoice. The proof of delivery receipts shall be signed by designated ISC site representatives as proof of acceptance of delivery. Supplier invoices submitted without the required proof of delivery will result in processing delays or nonpayment.

All invoices for Products shall confirm the delivery location to ensure the appropriate sales tax is included. Invoices with the incorrect tax rate will result in processing delays or nonpayment of the incorrect tax amount.

All original invoices and statements shall be emailed to [accountspayable@iscgrp.com](mailto:accountspayable@iscgrp.com).

Only one (1) electronic PDF file per invoice. Subject to Buyer's authorization, invoices and statements (including receiving tickets and backup documentation) can be mailed to Accounts Payable Department at Post Office Box 77858, Baton Rouge, LA 70879.

Each Purchase Order shall be invoiced separately.

Supplier's "remittance to" address and phone number shall be shown on each invoice.

Supplier's invoice shall state terms of payment, including applicable discounts.

All Suppliers must have a Form W-9 (or substitute form W-9) on file with Accounts Payable Department prior to providing goods and/or services. Submit substitute form W-9 to [accountspayable@iscgrp.com](mailto:accountspayable@iscgrp.com) or by mail: P.O. Box 77858, Baton Rouge, LA 70879.

19. **DISPUTE RESOLUTION.** In the event of a dispute between the parties, the parties will first attempt to resolve the dispute with a meeting of executive management of the parties. In the event the meeting does not result in a resolution, the parties will attempt a formal mediation in good faith within sixty (60) days of the meeting unless otherwise agreed. In the event that the mediation does not result in a resolution, the parties will submit their dispute to arbitration under the applicable state arbitration law.
20. **SEVERABILITY.** In the event that any portion of these terms and conditions are deemed unenforceable, unlawful or against public policy, such portion shall be disregarded and the remaining portions of this agreement shall remain enforceable and unaffected.
21. **DELIVERY.** Seller is responsible to investigate and determine the conditions upon which delivery of the Products and Services will be made and to include those considerations and conditions in meeting the delivery dates and performing the Services. Seller shall notify Buyer within five (5) business days of the estimated delivery date of the Products and shall update Buyer as soon as practical if the schedule for the delivery changes. Buyer shall have no liability to Seller for Seller's inability to deliver Products and Services unless Buyer solely causes such inability of Seller to deliver.
22. **INSPECTIONS.** The Products delivered hereunder and Services performed hereunder shall be subject to inspection by Buyer, Buyer's Client and/or End-User. No payment shall be made by Buyer until the Products and Services have passed such inspection.

23. **WAIVER OF CONSEQUENTIAL DAMAGES.** Except as set forth in this paragraph, in no event shall either party be liable to the other for indirect, incidental or consequential damages whether or not foreseeable. In the event that Buyer is assessed consequential damages or delay damages by Buyer's Client or End User and to the extent such damages were caused by Seller, Seller shall be liable for the portion of such damages attributable to Seller.

Seller:	
Seller Signature:	
Written Name:	
Date Signed:	