

TERMS AND CONDITIONS FOR PURCHASING SERVICES

1. Acceptance; No Additional Terms

These terms and conditions (these “**Terms**”) apply to the purchase of services (“**Services**”) by the affiliate of Savage Enterprises, LLC (“**Buyer**”) from you (“**Service Provider**”). If a written contract signed by both parties is in existence covering the sale of Services covered hereby, the terms and conditions of that contract will prevail to the extent they are inconsistent with these Terms. These Terms, together with any purchase order or order transmittal (collectively an “**Order**” and, together with the Terms, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Buyer hereby gives notice that it objects to the inclusions of any different or additional terms proposed by Service Provider. These Terms prevail over any of Service Provider’s general terms and conditions of sale regardless of whether or when Service Provider has submitted a sales confirmation or other such terms. This Agreement expressly limits Service Provider’s acceptance to the terms of this Agreement. Fulfillment of the Order constitutes acceptance of these Terms.

2. Delivery

Service Provider will supply the Services to Buyer at the delivery point identified in the Order (the “**Delivery Point**”) and by the date specified therein or, if no date is so specified, within a reasonable time after Service Provider receives the Order. Service Provider acknowledges that time is of the essence with respect to Service Provider’s obligations under this Agreement. Seller acknowledges that it is responsible for conducting adequate screening of its employees, agents and permitted subcontractors prior to starting any Services, and Seller further agrees to use additional screening measures that may be required by Buyer based upon audit results to ensure Seller’.

3. Warranties

Service Provider represents and warrants that: (a) the Services will conform to any specifications and/or standards set forth in the Order or otherwise provided by Buyer, or by Service Provider and approved by Buyer, said warranty being valid for a period of 12 months from the date the performance of the Services is completed; (b) the Services and their use, distribution, or other commercialization do not and will not infringe, misappropriate or violate the trademarks, service marks, copyrights, patents, patent rights, trade secrets and other intellectual property rights of a third party; and (c) it will comply with all applicable local, state, provincial and federal laws and regulations. These warranties survive any delivery, inspection, acceptance or payment for the Services. Service Provider warrants to Buyer that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer’s discovery of the noncompliance of the Services with the foregoing warranties. If Buyer gives Service Provider notice of noncompliance pursuant to this Section, Service Provider will, at its own cost and expense, within ten (10) days repair or re-perform the applicable Services.

4. Prices; Invoices; Payment

The price of the Services is the price stated in the Order. Service Provider will issue an invoice to Buyer within thirty (30) days after the completion of delivery and only in accordance with these Terms. Buyer will pay all properly invoiced amounts due to Service Provider within payment terms established between Buyer and Service Provider or, if there are no established payment terms, within forty-five (45) days after Buyer’s receipt of the invoice, except in each case for any amounts disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Service Provider against any amount payable by Buyer to Service Provider under this Agreement. Service Provider will continue performing its obligations under this Agreement notwithstanding any payment dispute. Service Provider will maintain complete and accurate books, records and accounts of all materials, services and costs relating to this Agreement, for at least four years after final payment under the Order. Buyer reserves the right to audit records related to the Services provided by Service Provider. Buyer, or Buyer’s representative, will have the right to copy those records.

5. Termination and Delay

Buyer may, at any time, terminate, suspend or delay this Agreement or the Services in an Order, in whole or in part, by written notice to Service Provider. Any such termination will be without prejudice to any claims for damages or other rights of the parties. If Buyer terminates this Agreement or any Purchase Order for any reason, Service Provider’s sole and exclusive remedy is payment for the Services received and accepted prior to the termination, provided that if Buyer’s termination does not result from Service Provider’s failure to comply with these Terms, Service Provider will also be entitled to request payment of direct costs of Service Provider resulting from the termination (not including any incidental or indirect charges or expenses or lost profits) so long as Service Provider has taken all reasonable actions to minimize such costs and has provided to Buyer an accurate accounting of all such costs.

6. Governing Law and Forum

The Purchase Order is governed by the laws of the state or province where Services are provided, without regard to the conflict of law provisions thereof.

7. Compliance with Laws, etc.

In supplying the Services, Service Provider will (a) comply with all federal, state, local and laws, rulings, and regulations pertaining to the Order (including but not limited to all labor, environmental and immigration laws), (b) obtain and maintain all necessary license and consents and (c) comply with Buyer’s policies that are made available to Service Provider (including but not limited to Buyer’s health, safety and environmental policies). If Service Provider will perform any Services on Buyer’s site or property, Service Provider will ensure that Service Provider’s employees, agents and permitted subcontractors are aware that they enter onto Buyer’s site or property at their own risk.

8. Insurance

Service Provider will maintain at its sole cost for services (if any), and will require each of its permitted subcontractors to maintain, at all times, the following insurance coverage: (a) worker’s compensation insurance with statutory limits and an alternate employer endorsement naming Buyer; (b) employer’s liability insurance with limits of at least \$1,000,000; (c) commercial general liability insurance having a limit of at least \$5,000,000 per occurrence bodily injury and property damage, including but not limited to products and completed operations liability, owner’s and contractor’s protective, blanket contractual liability, and personal injury liability coverage; (d) commercial automobile liability insurance having a limit of at least \$1,000,000 per occurrence for bodily injury and property damage, including but not limited to coverage for owned, hired and non-owned automobiles and contractual liability. If hauling hazardous materials,

an MCS 90 endorsement is required and coverage will include the CA 9948 (Broadened Pollution Liability) endorsement or equivalent, non-owned and hired vehicle coverage and coverage for loading and unloading, with limits of not less than \$5,000,000, and (e) if engineering or consulting services are to be performed, professional liability insurance in the amount of \$5,000,000 to include coverage for bodily injury, property damage and consequential damages. The insurance will be provided by insurance companies that have an AM Best rating of A-VII or higher. Such insurance will be primary for all purposes and contain standard cross liability provisions. All insurance policies, except for worker's compensation and professional liability policies, will be endorsed to add Buyer and its subsidiaries and affiliates of any tier, and each such entities' employees as an additional insured. The additional insured endorsements for the commercial general liability policy will be ISO form CG 2010 and CG 20 37 or equivalent. All policies will be endorsed to waive subrogation of the insurers against Buyer and its subsidiaries and affiliates of any tier, and each such entities' employees. Prior to commencing work under this agreement and upon each renewal and upon request, Service Provider will provide to Buyer acceptable certificates of insurance evidencing the required insurance policies. All certificates must be emailed to: inscert@savageco.com.

9. Waiver and Release of Liens

Service Provider will not file or permit to be filed any lien with respect to the Services and expressly waives any right to file or cause to be filed a lien. Service Provider will require all permitted subcontractors, in a written subcontract, to expressly waive the right to file any liens against Buyer's and its customers' property and, if requested, provide Buyer with copies of such waivers. Upon payment of the invoiced Price for any Services, Service Provider waives and releases all rights to, and at its sole cost will obtain the prompt removal of, any mechanics' materialmen's, mining or similar lien, security interest or claim affecting Buyer or its assets, which then exist or which may thereafter arise for Services performed. All payments owed to Service Provider under this Agreement will be contingent upon Service Provider providing proof of its compliance with this Section to Buyer, upon request.

10. Safety and Hazardous Materials

Service Provider and its permitted subcontractors that perform Services on Buyer's premises will ensure that the design of all equipment and systems brought onto Buyer's premises are in full compliance with the Occupational Safety and Health Administration (OSHA) standards. Service Provider will collect and maintain safety and health data for the performance of the Services, which will include but not be limited to total hours worked, incidents, near misses, lost work days, restricted duty, recordable injuries, workers compensation experience, and any OSHA or state plan citation history. Service Provider will further ensure that all written and verbal safety training, hazard communications, and work rules are provided in the appropriate language for any non-English speaking employees or persons. If any Services include or involve materials that may be hazardous, Service Provider represents and warrants that Service Provider and its employees, agents and permitted subcontractors understand the nature of and hazards associated with the handling, transportation, and use of such hazardous materials. Service Provider will be responsible for and indemnify Buyer from any liability resulting from the actions of Service Provider or its employees, agents or permitted contractors in connection with: (i) providing such hazardous materials to Buyer; and/or (ii) the use of such hazardous materials in providing Services to Buyer. Service Provider will timely provide Buyer with material safety data sheets and any other documentation reasonably necessary to enable Buyer to comply with applicable laws and regulations.

11. Indemnification

Service Provider will defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders, managers, members and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Services purchased from Service Provider or Service Provider's negligence, willful misconduct or breach of this Agreement. In addition, Service Provider will, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event will Service Provider enter into any settlement without Buyer's or Indemnitee's prior written consent.

12. Default; Remedies

If Service Provider defaults under any term of this Agreement and does not cure that default within 10 days after Buyer provides Service Provider with written notice of default, Buyer will be entitled (in addition to other rights and remedies set forth in this Agreement): (a) to suspend its performance under the Order; (b) to terminate this Agreement and have no further obligation to Service Provider; (c) to declare all or part of Service Provider's obligations to Buyer under the Agreement immediately due and payable; and (d) to pursue any other right or remedy Buyer may have under this Agreement or applicable law.

13. Confidential Information; Publicity

In the course of performing this Agreement, Service Provider and/or Buyer may obtain from the other party certain information, oral or written, of a confidential nature of the other party in relation to the business, operations, affairs or activities of the disclosing party and/or its affiliates ("**Confidential Information**"). The parties agree, unless required by a lawful court order or subpoena, not to make each other's Confidential Information available in any form to any third party (excluding Buyer's personnel and affiliates) or to use each other's Confidential Information for any purpose other than the implementation of the applicable Order. In that regard, Service Provider expressly acknowledges that, by providing any Confidential Information to Buyer, Service Provider is expressly authorizing Buyer to use such Confidential Information for all purposes incident to the transaction covered by the Order. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, agents or contractors in violation of this Agreement. If the receiving party is required to disclose the disclosing party's Confidential Information by a lawful court order or subpoena, the receiving party will promptly notify the disclosing party in writing of such requirement so that the disclosing party may seek an appropriate protective order. Each party acknowledges that failure to comply with this Section may irreparably harm the business of the other party, and that a breach of one party's obligations under this Section will entitle the other party to seek immediate injunctive relief, in addition to any other remedies that it may have.

14. Intellectual Property

If, in performing the Purchase Order, Service Provider provides to Buyer any intellectual property, trade secrets, work product, work of authorship, technical materials, drawings, specifications, documentation, reports, recommendations or other writings, information or material embodied in a tangible medium and created or developed for purposes of providing the Services under the Order ("**Deliverables**"), such Deliverables will be deemed to be owned by Buyer, unless

Buyer expressly agrees in writing otherwise. Buyer will be deemed the “inventor,” “author,” and “owner” of all Deliverables under applicable law, and Service Provider agrees to assign, and hereby assigns, to Buyer any and all intellectual property rights in and to such Deliverables. To the extent intellectual property is provided by Service Provider under a Order that is not a Deliverable, Service Provider grants to Buyer and its employees and agents a perpetual, non-exclusive, transferable, worldwide license to use the intellectual property rights for the purposes of Buyer’s business.

15. Miscellaneous

No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Service Provider may not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the Service Provider of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Service Provider’s prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer’s assets. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. If the Buyer and Service Provider have an existing work or services agreement or enter into such an agreement, the terms of that agreement will replace this Agreement as of the effective date of the work or services agreement. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the parties at the addresses set forth on the face of the Order. All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, 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 Section. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.