

Terracon General Terms and Conditions

1.0 Acceptance. Acknowledgment of receipt of this Purchase Order, shipment of goods, or performance of work against this Purchase Order constitutes acceptance hereof.

2.0 Payment Conditions. Vendor's charges shall be specified in the Purchase Order. All charges shall be deemed to include all present and future taxes, import duties and all other charges levied by any government agency with respect to the work or goods. Vendor agrees to provide such supporting documentation for each invoice as Purchaser may reasonably require, including, without limitation, lien waivers applicable to the charges contained in the invoice. Purchaser shall pay each invoice properly submitted by and due Vendor per the terms of a fully executed agreement with Purchaser, or within forty-five (45) calendar days in the absence of an agreement, following receipt of Vendor's invoice. Payment of any invoice by Purchaser shall not imply inspection, approval, or acceptance of the work or goods by Purchaser.

3.0 Delivery. Work shall be performed, and delivery of services and goods shall be made by the date(s) specified in this Purchase Order. Goods shipped pursuant to this Purchase Order shall remain at the risk of Vendor until received and expressly accepted by Purchaser. Goods and services not delivered by the required date may be rejected.

4.0 Warranty. Vendor expressly warrants that upon delivery and at all times during the warranty period all work, goods, products, or services shall strictly comply with all terms and conditions specified in the Purchase Order. In addition, Vendor warrants that upon delivery all goods furnished will be new and will be free from defects in material, workmanship, and design. Vendor warrants that upon delivery and acceptance by Purchaser title shall be good and rightfully transferred free of any liens or encumbrances or any claim of intellectual property infringement upon use by Purchaser; that Vendor will pay all its suppliers promptly after receiving payment from Purchaser. Vendor warrants that all work will conform to any representations made by Vendor, that any goods will be adequately contained, packaged, marked, and labeled, and will perform the functions contemplated in this Purchase Order. Vendor warrants that all goods and services furnished hereunder will be safe and appropriate for the purpose for which goods and services of that kind are normally used. Vendor agrees that all warranties hereunder may be directly enforced by Purchaser. Purchaser may reject all or any portions of the goods which fail to conform to any of the above standards. Payment will not be considered an acceptance of non-conforming goods. Upon rejection, Purchaser may, at its complete discretion, replace the rejected goods and charge the entire cost to Vendor, or charge the difference in value and request reimbursement from the Vendor. Vendor shall promptly make such reimbursement upon request.

5.0 Indemnification. To the fullest extent permitted by law, Vendor agrees to indemnify, defend, and hold harmless the Purchaser from any and all claims, demands, judgments, loss, damages, fines, citations or liability on account of injuries, disease, or death to any person, including Vendor's employees, or damage to property, or any type of claim, loss, damage, or liability whatsoever arising out of or alleged to arise out of the performance of Vendor's work under this Purchase Order or any actual or alleged error, omission, negligent act, fault, strict liability, statutory violation, or breach of obligation of Vendor, its employees, lower tier subcontractors, suppliers or agents. Vendor shall indemnify, defend and hold harmless the Purchaser against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any actual or alleged intellectual property infringement by Vendor or its lower tier subcontractors or suppliers; or any lien or other claim by Vendor or its lower tier subcontractors or suppliers inconsistent with this Purchase Order. The Purchaser is intended beneficiary of the foregoing indemnity obligation.



6.0 Termination or Suspension. Purchaser may by written notice terminate or suspend this Purchase Order, in whole or in part, with or without cause. If termination is for cause, Purchaser may procure, upon such terms and in such a manner as Purchaser deems appropriate, work or goods similar to those so terminated; Vendor shall be liable to Purchaser for any excess costs incurred, including, but not limited to attorney's fees incurred in enforcing Purchaser's rights hereunder. Purchaser shall pay Vendor for amounts due with respect to acceptable work provided prior to termination or suspension, subject to claims of offset. In no event shall Vendor be paid for lost profits or revenues on anticipated work.

7.0 Confidentiality. Vendor shall maintain information acquired or prepared under this Purchase Order in confidence. If such information is required to be disclosed by law, Vendor will notify Purchaser immediately upon receipt of such order and will reasonably cooperate with Purchaser in the event Purchaser seeks any legal protective order with respect to such information. Furthermore, Vendor shall comply with any applicable confidentiality or non-disclosure agreement which may govern Purchaser's services on a particular project or scope of its services.

8.0 Survival. Any provision of this Purchase Order which contemplates performance or obligations subsequent to termination of this Purchase Order, including but not limited to Articles 4.0, 5.0, 6.0, and 7.0 hereof, shall survive such termination. Termination of this Purchase Order shall not affect rights and obligations accrued before the date of such termination.

9.0 Compliance with the Law and EEOC Compliance. In performance hereunder, and every activity connected therewith, Vendor shall comply fully with all applicable laws, ordinances, rules and regulations, and when requested, shall furnish evidence satisfactory to Purchaser of such compliance. In addition, Vendor shall comply with the then current provisions of the Equal Opportunity Clause at 41 CFR § 60-1.4(a), 41 CFR § 60-250.5(a) and 41CFR § 60-741.5(a). which are hereby incorporated by reference.

10.0 Integrated Writing. This Purchase Order constitutes the entire agreement between Purchaser and Vendor and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in Vendor's terms or proposal are hereby expressly rejected.

11.0 Choice of Law and Venue. This Purchase Order will be governed by the laws of the State of Kansas, without regard to its conflict of laws principles. Any dispute arising from this Purchase Order will be resolved in the state or federal courts of Kansas.

[End of General Terms & Conditions]

EXHIBIT A

GENERAL SAFETY REQUIREMENTS

- Always check in with your Terracon representative or reception before beginning work. Check out when leaving the site.
- Take the time you need to do the job safely.
- Employees must receive safety training or certifications required for a job task. Workers should only perform the task they have been trained and certified (if required) to do.
- Good housekeeping practices shall be observed by all contractors at all times. Debris must be removed from the work area at the end of each day.
- Walkways shall be kept clear and precautions taken for Terracon employee safety.
- Any contractor creating an unsafe condition must erect the necessary barricades, covers, and/or warning apparatus for the conditions.
- All personal injury or property damage incidents must be reported to your Terracon contact immediately or before you leave the Terracon property.
- Step back for safety. Stop your work if you feel it is unsafe to continue or if someone questions the safety of your behavior. Inform your Terracon contact of the situation and work together to identify and mitigate any hazards.
- Terracon is committed to providing a safe and secure workplace. Contractors are expected to work in concert with Terracon employees to ensure that the workplace remains safe and secure for all. Behavior that could be perceived as threatening or indicating a possibility of violence will not be tolerated.
- The possession, introduction or the attempted introduction of any firearm, ammunition, explosive device or any material or device that can cause severe harm to persons or property is prohibited on Terracon property.
- Contractors must be fit for duty and report to work able to perform their duties safely. Possession, distribution, or use of any illegal drug or controlled substance will not be tolerated. Consumption or being under the influence of alcohol while working for Terracon is a violation of our policy.
- Any safety concerns may be reported to your Terracon contact, safety@terracon.com or Terracon Corporate Safety at (913) 599 6886.

EQUIPMENT AND INCIDENT AND INJURY-FREE (IIF)

- Inspect tools, equipment, and safety devices for defects before and during use. If defective, repair or tag with "do not use" and report to supervisor to remove from service.
- Use tools, equipment, and safety devices according to manufacturer's instructions. Never remove, modify or override safety devices.
- Ladders shall be in good working condition and used in accordance with OSHA guidelines. Ladders shall be appropriate for the work being performed. Standing on the top two rungs of a folding ladder is not permitted. If work is being performed above the ceiling tiles, a taller ladder shall be used so that the top two rungs remain unused.
- For electrical work, lockout/tag out with proper signage shall be performed. Affected employees shall be notified at least one hour in advance. Electrical power tools shall be protected by GFCI, grounded or double insulated.
- For hot work, i.e., work generating heat or flame, the contractor must provide a fire watch and additional fire extinguisher (minimum 20 lbs.).

VEHICLE OPERATIONS

- It is Terracon policy not to use a cell phone to talk or text while on company business. Please do not contact Terracon while you are driving.
- While on Terracon property, please park your vehicle to prevent the need for backing to exit the space or work area.
- Wear seat belt while operating or riding in any motorized vehicle. Drivers must ensure passengers fasten seat belt before driver operates motorized vehicle.

INCIDENT AND INJURY-FREE (IIF)

Terracon will be Incident and Injury-Free. Incident and Injury-Free (IIF) is about demonstrating care and concern for people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. Safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, like quality, profitability, and schedule. Incident and Injury-Free is our commitment to our people, who we value for who they are and what they do – and we extend this commitment to Terracon contractors. All contractors and subcontractors shall be familiar with and comply with occupational safety and health standards as outlined by OSHA. It is the expectation that all contractors follow safe working practices while working within Terracon offices. While the contractor is responsible for ensuring their personnel follow safety rules, Terracon will not willfully ignore unsafe work if personnel are observed violating such rules.

Personnel found violating any of our safety and health rules or performing any other hazardous activity will be asked to leave the building and their actions could result in termination of the supplier's contract.

PPE (Personal Protective Equipment)

- Wear and maintain PPE as required by project, task, and/or work environment. Core PPE required for all contractors includes:
 - ✓ Safety glasses with lateral protection (ANSI Z.87)
 - ✓ Safety footwear (ASTM F2413)
 - ✓ Gloves appropriate for tasks
 - ✓ Hard hat when overhead hazards are present
 - ✓ High-visibility apparel in areas with vehicular traffic (note: Minimum Class II)
 - ✓ Hearing protection for high-noise activity
- When working at heights greater than 6 feet, workers must use and be trained in fall protection.
- Inspect PPE for defects before and during use. If defective, repair or discard and replace with defect-free PPE.