1. Acceptance of this Purchase/Work Order (hereinafter referred to as “the Order”) is made expressly on the condition that Purchaser is not responsible for the failure of Supplier to perform any part of the work within the time specified on the Order, or in the Order may be modified, added to, or superseded, except with the written consent of Purchaser.

2. Purchaser may cancel the Order for any reason or no reason by providing thirty (30) days written notice to Supplier. Purchaser may immediately cancel the Order by providing written notice to Supplier if Supplier breaches any term or condition contained herein, becomes insolvent, makes a general assignment for the benefit of creditors, becomes subject to any proceeding under any bankruptcy code, fails to complete the work in the manner and within the time specified, files a voluntary petition in bankruptcy, suffers any judgment upon the award rendered may be entered in any court having jurisdiction thereof. Such award shall be final and binding and the arbitrator shall not be empowered to award punitive or exemplary damages.

3. TIME IS OF THE ESSENCE UNDER THE ORDER. Supplier will advise Purchaser immediately upon receipt of the Order if the specified delivery date cannot be met. Upon the failure of Supplier, to comply with time requirements set forth herein, Purchaser shall have the right to cancel the Order without liability. Purchaser may designate any reasonable alternative delivery point, if necessary, to expedite Supplier’s performance under the Order.

4. Supplier warrants that it will comply with all applicable federal, state and local laws, rules, regulations, codes and ordinances of any public authority having jurisdiction over the construction zone. Supplier is hereby assigned the full responsibility for safety and health in the course of providing the goods or services to Purchaser.

5. Risk of loss and/or damage to any goods furnished hereunder shall be upon Supplier until the goods are physically delivered to Purchaser’s facility specified on the face of the Order delivered and/or faxed to Supplier.

6. Except as may be provided on the face of the Order, Supplier shall pay all sales, consumer, use, property, and any other similar taxes, duties, assessments and charges now or hereafter imposed on the sale or the furnishing of any goods or services hereunder. Invoices shall be in form, size and language provided on the face of the Order, unless otherwise specified, and shall be submitted in accordance with the terms and conditions of the Order. All invoices shall be paid within thirty (30) days from the date of invoice, unless otherwise specified.

7. Supplier agrees to defend, indemnify and hold harmless Purchaser, its officers, employees, agents, guests, invitees and contractors from and against any and all liability, loss, damage, fine, penalty, cost or expense (including attorneys’ fees and expenses) by reason of any allegation, claim, action or suit, whether based on contract, tort, or any other theory, which may result from the services performed under the Order, or in any way connected with the use of goods or services supplied to meet specifications or warranties or for the goods or services to be furnished or supplied hereunder, which may result from the services performed under the Order, and any claims, damages, demands, liabilities, fines, penalties, costs, and expenses, including attorneys’ fees, of whatsoever kind or character arising out of or in any way connected with the use of Purchaser-supplied equipment, tools, scaffolding and/or other materials.

8. All drawings, specifications and other documents furnished by Purchaser and the Purchaser’s consultants, and copies thereof furnished to the Supplier, are for use solely with respect to the services to be performed hereunder. The Supplier shall return all such drawings, specifications and other documents promptly and in good condition to the Purchaser at the completion of the Order or earlier termination of this Agreement. All drawings, specifications and other documents prepared by or for Supplier in contemplation of, in the course of, or as a result of, the Supplier’s performance of the work shall remain the property of Purchaser, and shall be held in confidence by the Supplier. All notices and compliance documents shall be prepared by the Purchaser. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project shall be at Purchaser’s option, at the Purchaser’s expense, and the Purchaser shall hold the Supplier harmless from any liability arising from such distribution.

9. Purchaser shall not be liable for any prevention or delay in performance resulting, in whole or in part, directly or indirectly, from fires, floods, or other acts of God, strikes, lockouts, or labor disputes, wars, riots, or embargoes, actions by foreign, federal, state or local governments, shortages of transportation equipment, fuel, or labor, or any other circumstance beyond Purchaser’s reasonable control.