

**US FUSION & Specialty Construction, LLC**  
**STANDARD TERMS AND CONDITIONS**

1. **Acceptance.** This Purchase Order is an offer to buy the goods and/or services described herein and becomes a binding contract according to the terms and conditions herein when the Purchase Order is accepted by the Seller either by acknowledgment or by shipment or other commencement of work. Any acceptance of the Purchase Order is limited to acceptance of the express terms of the offer contained within these Terms and Conditions. No revision of this Purchase Order or any of the Terms and Conditions hereof shall be valid unless in writing and signed by an authorized representative of US FUSION & SPECIALTY CONSTRUCTION, LLC, and no condition stated by Seller in acceptance of or acknowledging this Purchase Order shall be binding upon US FUSION & SPECIALTY CONSTRUCTION, LLC if in conflict with, inconsistent with, or in addition to the Terms and Conditions contained herein unless expressly accepted in writing by US FUSION & SPECIALTY CONSTRUCTION, LLC.
2. **Termination.** US FUSION & SPECIALTY CONSTRUCTION, LLC may terminate for convenience. US FUSION & SPECIALTY CONSTRUCTION, LLC may immediately cancel the Purchase Order by providing written notice to Seller if Seller breaches any term or condition contained herein, becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or any insolvency law, whether domestic or foreign, or has concluded or liquidated its business voluntarily or otherwise.
3. **Time is of the essence under the Order.** Seller will advise US FUSION & SPECIALTY CONSTRUCTION, LLC immediately upon receipt of the Purchase Order if the specified delivery date cannot be met. Upon the failure of Seller to comply with the delivery date, as specified, US FUSION & SPECIALTY CONSTRUCTION, LLC Order may designate any reasonable alternative delivery points, if necessary, to expedite Seller's performance under the Purchase Order.
4. **Quantities and Specifications.** By acceptance hereof, Seller shall be deemed to have inspected and approved all plans, drawings, and specifications applicable to the goods and/or services furnished hereunder. Seller shall not deliver and US FUSION & SPECIALTY CONSTRUCTION, LLC shall not have any obligation or liability with respect to any quantity of goods in excess of the quantity specified herein unless US FUSION & SPECIALTY CONSTRUCTION, LLC shall otherwise direct in writing.
5. **Warranties.** Seller expressly warrants that it will convey good title to all goods furnished hereunder and that all goods and/or services furnished hereunder will conform to all specifications and appropriate standards, will be free from defects in material and workmanship, will be merchantable, and will be safe and appropriate for the purpose for which goods of that kind are normally used. If Seller knows or has reason to know the particular purpose for which US FUSION & SPECIALTY CONSTRUCTION, LLC intends to use the goods, Seller warrants that such goods will be fit for such particular purpose. The warranties of Seller shall run to US FUSION & SPECIALTY CONSTRUCTION, LLC, its successors, assigns, and customers and users of products sold by Seller. Seller hereby assigns to US FUSION & SPECIALTY CONSTRUCTION, LLC any warranties or guaranties provided by manufacturers or sellers of products incorporated into goods or services provided by Seller/Supplier hereunder and shall upon request enforce any such warranty or guaranty on behalf of US FUSION & SPECIALTY CONSTRUCTION, LLC. NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR SELLER/SUPPLIER'S LIABILITY OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.
6. **Defective or Nonconforming Goods or Services.** No goods or services received by US FUSION & SPECIALTY CONSTRUCTION, LLC pursuant hereto shall be deemed accepted until US FUSION & SPECIALTY CONSTRUCTION, LLC has had reasonable opportunity to inspect and/or observe performance of such goods or services. US FUSION & SPECIALTY CONSTRUCTION, LLC shall have access to and the right to inspect all work prior to its completion. Notwithstanding any such inspection, Seller shall be solely responsible for the conformance of the work to the specifications. Seller shall promptly correct defects or replace any goods or services not conforming to any of Seller's warranties hereunder without expense to US FUSION & SPECIALTY CONSTRUCTION, LLC. Irrespective of whether such defect or nonconformity was discovered upon initial inspection, or a later time if not readily ascertainable upon initial inspection, in the event of a failure by Seller to correct defects or replace nonconforming goods promptly, US FUSION & SPECIALTY CONSTRUCTION, LLC after reasonable notice to Seller may make such corrections or replace such goods and charge Seller for the costs incurred by US FUSION & SPECIALTY CONSTRUCTION, LLC in making the corrections. Such remedies shall not affect US FUSION & SPECIALTY CONSTRUCTION, LLC's discount privileges and shall not exclude any other legal, equitable or contractual remedies of US FUSION & SPECIALTY CONSTRUCTION, LLC as a result of Seller's delivery of defective or nonconforming goods or services.
7. **Price Warranty.** Seller agrees that prices shown on this Purchase Order are complete and no additional charges or charges of any type shall be added without US FUSION & SPECIALTY CONSTRUCTION, LLC's express written consent. Additional charges are defined as, but are not limited to, shipping, packaging labeling, customer duties, taxes, insurance, storage, boxing and crating. Delay in receiving invoices and errors and omissions on statements or invoices will be considered just cause for withholding payment without losing discount privileges.
8. **Risk of Loss.** All risk of loss shall be upon Seller from the time the goods first come under Seller's control until such time as the goods shall be delivered to the destination specified herein and accepted by US FUSION & SPECIALTY CONSTRUCTION, LLC. Seller agrees to indemnify and hold US FUSION & SPECIALTY CONSTRUCTION, LLC harmless for any and all loss, cost, damage, and expense that US

FUSION & SPECIALTY CONSTRUCTION, LLC sustains as a result or in consequence of the loss of or damage to the goods during the period under which the goods or in Seller's control.

9. **Legal compliance.** Seller warrants and agrees that in the performance of its obligations hereunder, Seller, its agents, employees, carriers and subcontractors shall (a) comply with all applicable laws, ordinances, codes, rules, regulations and orders, including executive orders now existing or hereafter enacted, adopted or enforced by any governmental body or agency, including where applicable all such , ordinances, codes, rules, regulations and orders pertaining to labor and working conditions (including Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistant Act of 1974), safety and health, food and drug quality, and hazardous materials: (b) apply for, obtain, and pay for all necessary permits and licenses, and pay applicable fees in connection therewith, and (c) pay promptly when due any and all applicable sales, excise, or other taxes due on materials furnished in connection with services performed, and all taxes an amounts due under applicable unemployment, social security, and worker's compensation laws.
10. **Indemnification.** To the fullest extent permitted by law, Seller shall defend, save and hold US FUSION & SPECIALTY CONSTRUCTION, LLC, its directors, officers, employees, agents and representatives harmless from and indemnify, defend, and protect such parties against all liability, loss, claims, demands, damage (including damage to property or bodily injury), and expense (including reasonable attorneys fees) arising out of or in any way resulting from Seller's performance or non-performance hereunder, including any defect or nonconformity with Seller's warranties of the goods and services delivered hereunder, any act or omission of Seller, its agents, employees, or subcontractors, any act or omission of any carrier selected and employed by Seller to deliver goods ordered hereunder to US FUSION & SPECIALTY CONSTRUCTION, LLC; any failure by Seller, it's agents, employees, carriers, or subcontractors to comply with the terms hereof; any infringement or claim of infringement of any patent, unpatented invention, copyright, design process, trademark, tradename, brand, slogan, unfair competition, or other adverse rights; or any litigation based on or arising out of the foregoing.
11. **Set Off.** All claims for money due or to become due from US FUSION & SPECIALTY CONSTRUCTION, LLC shall be subject to deduction or set off by US FUSION & SPECIALTY CONSTRUCTION, LLC by reason of any counterclaim arising out of this or any other transaction with Seller.
12. **Force Majeure.** US FUSION & SPECIALTY CONSTRUCTION, LLC or Seller may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such goods at the direction of US FUSION & SPECIALTY CONSTRUCTION, LLC and shall deliver them when the cause affecting the delay has been removed. Causes beyond the control of US FUSION & SPECIALTY CONSTRUCTION, LLC or Seller shall include government action or failure of the government to act where such action is required, acts of god, strikes, fires, accidents, or other such causes not due to US FUSION & SPECIALTY CONSTRUCTION, LLC's fault or negligence.
13. **Changes.** US FUSION & SPECIALTY CONSTRUCTION, LLC shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for the performance, an equitable negotiated adjustment shall be made and the agreement created by the acceptance of this Purchase Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph. Seller shall undertake no work on any such change, addition or omission unless and until Seller delivers a Quote and US FUSION & SPECIALTY CONSTRUCTION, LLC issues a written change order.
14. **Confidentiality.** The contents of this Purchase Order and all related commercial and technical information shall be kept secret and confidential by Seller and will not be divulged by Seller to any third party or utilized by Seller otherwise than in connection with this order. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time to US FUSION & SPECIALTY CONSTRUCTION, LLC by Seller shall be deemed secret or confidential and Seller shall have no rights against US FUSION & SPECIALTY CONSTRUCTION, LLC with respect thereto except such rights as any exist under any applicable patent law.
15. **Limitation on US FUSION & SPECIALTY CONSTRUCTION, LLC's Liability, Statute of Limitation.** Except as provided in Paragraph 2 hereof, in no event shall US FUSION & SPECIALTY CONSTRUCTION, LLC be liable to Seller for anticipated profits or for incidental or consequential damages. US FUSION & SPECIALTY CONSTRUCTION, LLC shall not be liable to Seller for penalties of any description. Any action resulting from any breach on the part of US FUSION & SPECIALTY CONSTRUCTION, LLC as to the goods and services delivered hereunder must be commenced within one year after the cause of action has accrued. Seller agrees that the jurisdiction and venue for any conflicts, disputes, or lawsuits hereunder shall be in Ascension Parish, Louisiana.
16. **Assignment.** Seller shall not assign, transfer or hypothecate this Purchase Order or any part hereof or any monies payable or to become payable hereunder without in each case obtaining the prior written consent of US FUSION & SPECIALTY CONSTRUCTION, LLCs, which may not be unreasonably withheld
17. **Waiver.** Any waiver by US FUSION & SPECIALTY CONSTRUCTION, LLC of strict compliance with any of the provisions hereof shall not be deemed a waiver of any other provisions hereof and shall not be deemed a waiver of any of US FUSION & SPECIALTY CONSTRUCTION, LLC's rights, privileges, claims, or remedies, nor of US FUSION & SPECIALTY CONSTRUCTION, LLC's right to insist on strict compliance thereafter.
18. **General.**

- a. This Purchase Order and any documents referenced to on the face hereof constitute the entire agreement between the parties, and all prior agreements, written or oral, relating to the subject matter hereof are superseded by the terms hereof. Such terms may be modified only by a writing signed by both parties.
- b. The provisions of this Purchase Order are severable and in the event any provision is held to be unenforceable, the remaining provisions will continue in full force and effect.
- c. It is understood that Seller is an independent contractor and not an employee or agent of US FUSION & SPECIALTY CONSTRUCTION, LLC and that Seller shall have no power whatsoever to bind US FUSION & SPECIALTY CONSTRUCTION, LLC in any way in any dealings between Seller and third parties and shall not attempt or purport to do so.
- d. This Purchase Order and the contract created by the acceptance thereof are governed by and shall be construed in accordance with the laws of the state of Louisiana without regard to the conflicts of laws principles of any state.