***Purchase Order Terms and Conditions***

***1. Definitions***

All references in this document to “Buyer” shall include Coastal Valve & Supply Co., LLC and any of its subsidiaries and affiliates, and their respective business units. All references to “Seller” shall include Seller and/or any division or affiliate of Seller, including all parent(s), subsidiaries and affiliates of the Seller. Buyer and Seller may be referred to individually as a “Party” and collectively as “Parties”. “Goods” is defined herein collectively as any material, machinery, equipment, articles, parts or other items provided or supplied hereunder by Seller to Buyer.

***2. Controlling Terms***

The parties agree that the Purchase Order shall consist of the cover sheet of the Purchase Order, these Terms and Conditions, and all specifications, drawings, notes, instructions or technical data referred or attached to the Purchase Order, and in the event of any conflict, the cover sheet of the Purchase Order shall control followed by these Terms and Conditions, followed by any terms and conditions contained in supporting documentation provided by Buyer. All sales to Buyer are subject to these Terms and Conditions, which shall prevail over any inconsistent terms of Seller’s other documents. These Terms and Conditions embody the entire agreement between Buyer and Seller. Nothing contained in proposals, correspondence, discussions or negotiations prior to the date of these Terms and Conditions shall have any effect unless specifically incorporated herein. No changes, amendments, substitutions or modifications of any of the Terms and Conditions hereof shall be valid unless reduced to writing and signed by both Parties. For the avoidance of doubt, the terms and conditions proposed by any other forms are expressly objected to and shall not be used as a basis for this Purchase Order by Buyer; specifically, the Terms and Conditions herein shall govern and control all purchases made by Buyer pursuant to this Purchase Order. No modification or alteration of these Terms and Conditions shall result by Seller’s shipment of Goods following receipt of Buyer’s Purchase Order.

***3. Time of Performance***

Time is of the essence for delivery of the Goods under this Purchase Order. Failure to deliver on time per said delivery date shall be cause for cancellation of undelivered Goods and termination of this Purchase Order, at the option of the Buyer, and at NO cost to Buyer. No substitutions shall be made in this Purchase Order without the prior written consent of Buyer. If this Purchase Order is terminated due to Seller’s actual or anticipatory breach of contract by failure to meet said delivery date, Buyer may procure, upon such terms and in such manner as Buyer deems appropriate, goods similar to those covered by this Purchase Order so terminated (“cover”), and the Seller under said terminated Purchase Order shall be liable to Buyer for ANY excess costs of such goods.

***4. Force Majeure***

Any delays in or failures of performance by either Party shall not constitute default hereunder or give rise to any claims for damages, if and to the extent such delays or failures of performance are caused by occurrences of Force Majeure. Force Majeure includes, but is not limited to, Acts of God, acts of the public enemy, Laws and Regulations, wars or warlike action (whether actual or impending), arrests and other restraints of government (civil or military), blockades, insurrections, riots, epidemics or pandemics, landslides, lightning, earthquakes, fires, sabotage, tropical storms and hurricanes, civil disturbances, tidal waves, explosions, confiscation or seizure by any government or other public authority and any other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of the Party claiming a suspension and that could not have been overcome by the exercise of ordinary diligence. Upon the occurrence of a Force Majeure, (a) the Party experiencing Force Majeure shall notify the other Party within seven (7) calendar days of the existence of any such Force Majeure and the probable duration thereof and their performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) Buyer’s lack of response to Seller’s notices regarding delay shall not operate to terminate Seller’s obligation to complete the delayed performance; and (c) the purchase price shall not be adjusted for any increased costs to Seller resulting from such Force Majeure Event.

***5. Pricing and Payment***

The Price of Goods is indicated on the Purchase Order and shall be payable in United States of America (“U.S.”) dollars unless another currency is specified on the Purchase Order. Seller is responsible for all taxes legally imposed upon its business, including but not limited to taxes imposed upon its income, its personnel or its property. All taxes included in invoices shall be stated separately or will not be payable by Buyer. Buyer shall not pay for crating or other packaging or for transportation except by express written agreement. **Payment shall be net sixty (60) days upon receipt of a complete and correct invoice with all supporting documentation after Buyer has received the Goods.** Buyer may withhold payment of any invoiced amounts for a disputed claim and may set off against any amount purported to be owing to Seller any amount owing by Seller to Buyer.

***6. Audit Rights***

The Seller shall keep full and detailed accounts as may be necessary and satisfactory to Buyer to ensure compliance with the pricing structure and all other specifications and requirements under the Purchase Order. Buyer, its agents, and customers shall be afforded access to all of Seller’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Purchase Order, and Seller shall preserve all such records for a minimum period of five (5) years after final payment.

***7. Warranty***

Seller warrants full, clear, and unrestricted title to Buyer for all Goods furnished by Seller in performance of this Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. Seller waives all rights of mechanics’ lien against the property and premises of Buyer. Title and risk of loss shall pass to Buyer upon receipt of the Goods at its facility or designated delivery location, unless otherwise agreed in the Purchase Order. In addition, Seller shall insure the Goods and have any liability for damage to the Goods during transit.
Seller represents and warrants that the Goods supplied are of the very best quality, free from all defects in material and workmanship, merchantable and fit for the purposes for which Buyer intends to use them. Seller guarantees that all Goods supplied by Seller pursuant to this Purchase Order will comply with all applicable federal, state, and municipal laws, ordinances and regulations. The Goods shall be marked in accordance with Buyer’s specifications and all lawful requirements, and properly packaged and secured for delivery to Buyer in undamaged condition. All representations and warranties made by Seller, its agents, employees, consultants or advisors (whether orally, in writing, or in any Seller’s brochures, catalogues or advertisements) regarding the description, condition, quality, suitability or fitness for purpose of the Goods shall be deemed to be express conditions of this Purchase Order. Seller shall not sub-vend any material or Goods to other manufacturing sources without prior written authorization of Buyer.

The rights and remedies of Buyer contained in this Purchase Order shall not be exclusive but shall be cumulative and in addition to all other rights and remedies existing at law or in equity available to Buyer.

***8. Warranty Remedies***

In the event of any breach of the warranty, Seller shall promptly remedy any defective work or repair or replace any defective Goods within a reasonable period of time after notice from Buyer. In the event Seller does not timely remedy any breach of warranty, Buyer may perform such remedy or repair, or replacement and Seller will be liable, in full or at Buyers extend price from said manufacturer, to Buyer for any costs incurred by Buyer. Only in the event the warranty period is not expressly stated in the Purchase Order or Seller’s warranty is in excess of the following shall Seller’s warranty under this Purchase Order extend to the later of eighteen (18) months from shipment of Goods resold by Buyer or twelve (12) months from installation by end user. In the event that any such defective Work is remedied or defective Goods are repaired or replaced, then Seller’s warranty obligations shall be extended for a period of time equal to the remainder of the original warranty period or twelve (12) months, whichever is greater. Buyer expressly reserves the right to assign any and/or all of the above warranties to any third party, including but not limited to its customers, whereupon the assignee shall be deemed to have all of the rights of Buyer under this Purchase Order.

***9. Inspection and Acceptance***

The making or failure to make any inspection of, or payment for the Goods covered by this Purchase Order shall in no way impair Buyer’s right to reject nonconforming or defective Goods, nor be deemed to constitute acceptance by Buyer of the Goods, or affect in any way Seller’s obligations under this Purchase Order notwithstanding Buyer’s opportunity to inspect the Goods, Buyer’s knowledge of the non-conformity or defect, its substantiality or ease of discovery, nor Buyer’s failure to earlier reject the Goods.

***10. Indemnification***

Seller agrees that Seller will assume Buyer’s defense and indemnify, release, defend and hold Buyer harmless for any costs, damages (including damage to property or the environment), injuries (including injury to, illness or death of persons), liabilities, claims, settlements, demands, lawsuits, penalties, interest, taxes or liens which Buyer may incur, be found liable for or is required to pay (collectively, the “Claims”) which arise out of or are related to Seller’s or any of its subcontractors’ manufacturing of, fabricating, or furnishing the Goods supplied to Buyer under this Purchase Order. NOTWITHSTANDING ANY OTHER PROVISION OF THIS PURCHASE ORDER, IN NO EVENT SHALL BUYER BE LIABLE TO THE SELLER FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING DAMAGES OR CLAIMS IN THE NATURE OF LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF PRODUCTION, WHETHER OR NOT FORESEEABLE, AND IRRESPECTIVE OF THE THEORY OR CAUSE OF ACTION UPON WHICH SUCH DAMAGES MIGHT BE BASED, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR OTHER TORT, CONTRACT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE.

***11. Insurance***

Seller will maintain the following minimum insurance coverages: (a) Comprehensive General Liability in an amount not less than $5,000,000 per occurrence and not less than $25,000,000 in the aggregate for bodily injury and property damage, including products liability, completed operations liability, and contractual liability covering Seller’s indemnification obligations; (b) Workers’ Compensation with limits as required by applicable state law; (c) Employer’s Liability in the amount of not less than $1,000,000 per occurrence; (d) Automobile Liability in the amount not less than $5,000,000 per occurrence; and (e) Cargo or other similar insurance to evidence coverage for Goods including cost, insurance and freight plus 27% while in Seller’s care, custody and control until delivered and accepted by Buyer at Buyer’s designated receiving destination. All policies will provide for a blanket waiver of subrogation. All policies, with the exception of the Workers’ Compensation policy, will name Buyer and its parent company, affiliates and subsidiaries and their officers, directors, employees and agents as an additional insured. Seller will provide Buyer with a certificate of insurance evidencing the coverage required, including the waiver of subrogation and naming of Buyer and its parent company, affiliates and subsidiaries and their officers, directors, employees and agents as an additional insured, and will provide for a minimum of thirty (30) days advance written notice to Buyer of any cancellation or material change in coverage. The required coverage will not serve in any way to limit Seller’s liability to Buyer under this Purchase Order.

***12. Intellectual Property Rights***

Seller agrees to protect, indemnify, hold harmless and defend Buyer, its parent companies, subsidiary companies, affiliated companies, customers, and their directors, officers, employees and agents against any loss or damage arising out of any alleged or actual claim or suit for infringement of any patent or copyright, or the misappropriation of trade secrets or other proprietary right in the United States of America, in the country of source and in the country of destination related to or incident to the performance under the Purchase Order or the Goods.

***13. Confidentiality***

All data, designs, drawings, specifications, and other information, revealed or disclosed in any form or manner to Seller by Buyer, whether written, oral, electronic, visual, graphic, photographic, observational, or otherwise, and documents supplied, or produced or created by Seller for Buyer hereunder (collectively defined as “Information”) will be held in strict confidence by Seller and may be used by Seller solely for the purposes of this Purchase Order. All such Information will be treated and protected by Seller as strictly confidential and will not be disclosed to any third party without the prior written consent of Buyer and may be disclosed within Seller’s organization only on a need-to-know basis. Upon request of Buyer, Seller will immediately return to Buyer any Information provided, including all copies made by Seller. Seller will not publicize or disclose the existence, content, or scope of this Purchase Order to any third party by any means without obtaining the prior written consent of Buyer.

***14. Relationship of the Parties***

The relationship between the parties is that of independent contractors. Nothing contained in this Purchase Order shall 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 shall have authority to contract for or bind the other party in any manner whatsoever under or by reason of these Terms and Conditions.

***15. Assignment***

This Purchase Order shall not be assigned by Seller without the prior written consent of Buyer. Any assignment of this Purchase Order by Seller, in whole or in part, voluntarily, by operation of law, or otherwise, without the prior written consent of Buyer, shall be void. Buyer may in its sole discretion assign this Purchase Order or any claim or interest herein without the consent of Seller.

***16. Conflicts of Interest***

Seller may not offer Buyer’s employees any gifts, entertainment, or other favors of other than nominal value, or anything over the amount of $10,000 per occurrence or in accordance of any applicable laws.

***17. FCPA Compliance***

Seller represents and warrants that, in relation to its sales to Buyer or any activity undertaken on behalf of Buyer, neither the Seller nor (if applicable, the following) the Seller’s parent or subsidiary companies, affiliates or any of their shareholders, subcontractors, members, managers, directors, officers, employees, independent contractors, subcontractors or agents: (i) has made or authorized or will make or authorize any offer, payment, promise to pay, any money, including kick-backs, or a gift, promise to give, or the giving of anything of value to any third party including, but not limited to, a government official including an employee of a state-owned entity or public international organization, political party, party official or family member or representative of any such entity for the purpose of wrongfully influencing the recipient; obtaining or retaining business; or for securing or obtaining an improper business advantage; or (ii) has taken or permitted or will take or permit any action to be taken, including an action in connection with the conduct of their business and the transactions contemplated under this Purchase Order, which would cause the Seller, Buyer or any of Buyer’s parent or subsidiary companies, affiliates or any of their shareholders, subcontractors, members, managers, directors, officers, employees, independent contractors, subcontractors or agents to be in violation of any applicable Anti-Bribery or Anti-Corruption Laws, including, where applicable, but not limited to the United States Foreign Corrupt Practices Act of 1977, as amended; U.K. Bribery Act of 2010, and any other applicable anti-bribery laws . The Seller further agrees that it will make no facilitating payment in any form to any government official on behalf of Buyer for the purpose of expediting or securing the performance of a routine non-discretionary governmental duty or action.

***18. Import and Export Compliance***

If applicable, Seller agrees that, in its supply of Goods under this Purchase Order, it is solely responsible for required compliance with any applicable import and export laws and regulations, including any re-export laws. Seller understands and acknowledges that Buyer will rely on the information **PROVIDED** by Seller, including the determination as to whether any U.S. or foreign export or import license is required for the export of the supplied materials to the country of destination. As such, where applicable, Seller will provide Buyer with applicable Export Commodity Classification Numbers and harmonized Tariff Schedule Numbers including certificates of manufacture in accordance with applicable laws and regulations regarding country of origin. Furthermore, if Goods are eligible for preferential tax or tariff treatment (such as free trade or international agreement), Seller will provide Buyer with the documentation required to participate in said treatment. If any import or export control or compliance form is attached to this Purchase Order, including Buyer’s Request for Export Control Information, Seller will thoroughly and accurately complete such form and return it within 10 days to Buyer.
The Seller agrees that it will perform no act for or on behalf of the Buyer which would subject the Buyer to fines or penalties or loss of tax benefits for violation of U.S. Anti-boycott laws. The Seller agrees that it will perform no act for or on behalf of the Buyer which would subject the Buyer to fines or penalties for violation of export controls or licensing requirements or trade sanctions including those of the United States. In particular, Seller agrees that none of its goods will be sourced from countries, persons or entities subject to applicable U.S. economic sanctions.

***19. Governing Law, Jurisdiction and Venue***

This Purchase Order shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of laws, rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Purchase Order shall be brought in the state or federal courts of Duval County, Florida, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

***20. Waiver***

Buyers’ failure to insist upon compliance with any of the terms, covenants, or conditions listed herein or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions, or the future exercise of such rights or a waiver or relinquishment any other term, covenant or condition herein.

***21 Severability***

The invalidity or unenforceability of all or any part of the terms of this Purchase Order will not affect the validity or enforceability of the other terms. The Parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.

***22. Headings***

All headings are provided for the sake of convenience only and are not intended to be, and shall not be construed as constituting a part of this Purchase Order.

***23. Survival***

Provisions of this Purchase Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Purchase Order including, but not limited to, the following provisions, Audit Rights, Warranty, Warranty Remedies, Indemnification, Insurance, Intellectual Property Rights, Confidentiality, Assignment, Governing Law, Jurisdiction and Venue, Waiver, Severability and Survival.